# The Solicitors' Journal.

LONDON, NOVEMBER 12, 1881.

## CURRENT TOPICS.

THE COURT OF APPEAL at Westminster commenced its sittings on Thursday.

WE BELIEVE that the orders made in the Chancery Division during the last Long Vacation exceeded by about 200 those made during any previous vacation.

THE MEETING of the members of the Incorporated Law Society, to consider the report of the Legal Procedure Committee, is fixed for the 18th inst., at two o'clock.

WE PRINT ELSEWHERE a list of seventy-five causes which are to be transferred from the list of Mr. Justice CHITTY to that of Vice-Chancellor BACON. Twelve of these causes have already been transferred to Mr. Justice KAY for the purposes of trial or hearing only, and when heard they will remain in the cause-book of Vice-Chancellor BACON for all other purposes.

MR. WOLSTENHOLME having retired from the field, we have now the pleasure of welcoming into our columns Mr. F. S. REILLY, his coadjutor in the drafting of the Conveyancing Act, who this week takes up the cudgels in defence of the measure. We again leave our readers to judge whether our criticisms have been successfully impugned. Mr. REILLY'S reputation is sufficiently high to make us suspect that if he had remained silent the public would have thought him capable of making a better defence. We may add that we notice with pleasure the more courteous tone which now marks the communications of the framers of the Act.

THERE ARE SYMPTOMS that the report of the Procedure Committee will not be adopted in its entirety by the Rule Committee of judges. In a case of *Earl De La Warr* v. *Miles*, of which a report will be found in another column, a question was raised before the Court of Appeal on Wednesday, as to the allowance on taxation of the costs of copies of a shorthand writer's notes of evidence. In the course of the argument reference was made by counsel to the recommendation contained in the recent report of the Procedure Committee of the appointment of an official shorthand writer in each court, which he characterized as a "suggested improvement." The Master of the Rolls thereupon expressed a doubt whether this alteration would be any improvement. Our readers may remember that, in commenting upon this suggestion (25 SOLICITORS' JOURNAL, 894), we said that, "although it is more than probable that a very considerable revenue might be derived from the employment of official shorthand writers remunerated in the manner here sketched out, it appears that the result of such employment will be to impose an additional burden on litigants." We are glad to find that our view seems to be, to some extent, indorsed by the high authority of the Master of the Rolls.

SOME TIME AGO in the Divorce Court a lodging-house keeper was called to prove the identity of a co-respondent, by means of a photograph, and after carefully examining the picture, she declared her opinion in the following peculiar language:—"I have no doubt it is him, and it isn't like him." Sir JAMES HANNEN thereupon remarked that he "had often had occasion to observe on the unsatisfactory character of proof by photographs, and never acted on it alone." In a case recently decided by Vice-Chancellor BACON, that learned judge made some observations on the extreme caution necessary in receiving as evidence even photographs of buildings, which, one would suppose, do not vary greatly in expression. Although, he said, no blame attached to any party, or to the witness who produced a photograph of certain buildings to which the case related, yet that photograph, if unaccompanied by other evidence, would, in the opinion of the learned judge, have seriously misled the court. There was no fraud in that case, but the reason for the warning becomes more obvious when we remember that there are modes of manipulating the process of printing so as, by means of the combination of two or more negatives, to produce a totally different effect from that presented by the object taken. Practitioners should be careful not to place too much reliance on this kind of evidence.

IN THE COURSE of his summing-up in the LEFROY trial, Lord COLERIDGE pointedly expressed his disapproval of the practice, sanctioned by the late Lord Chief Justice, of counsel for the defence repeating in his speech statements made by the prisoner. The history of the practice is a little singular. More than forty years ago, in the trial of a man called BUTCHER (the case is reported: *R.* v. *Butcher*, 2 Moo. & Rob. 228) the late Lord Chief Justice, then at the bar, in his address to the jury, was stating the prisoner's account of what had taken place, when he was interrupted by Mr. Justice COLERIDGE, who refused to allow the prisoner's counsel to state to the jury facts which he had heard from the prisoner, but which he was not in a position to prove. Two years ago, in a trial before the late Lord Chief Justice, counsel for the prisoner happened to use the time-honoured phrase that his "unfortunate client's mouth was closed," when the learned judge at once remarked that "he could not acquiesce in that, for counsel represented the accused, and whatever the prisoner would be entitled to say, that his counsel was entitled to say on his behalf." With great deference to the opinion of Lord COLERIDGE, we venture to think that the weight of authority is against his view. There is the decision of Mr. Justice CROWDER (*R.* v. *Haines*, 1 F. & F. 86), "that what a prisoner said before the magistrate he might repeat through his counsel at the trial"; the observation of Mr. Justice BYLES in another case, that the prisoner has "the option of either speaking himself or of having his counsel to speak for him"; and last, but not least, the decision of Mr. Justice HAWKINS, with the concurrence of Lord Justice LUSH, in a case at the Leeds Spring Assizes (February 3, 1880; 24 SOLICITORS' JOURNAL, 266), that, "as a general principle, a prisoner may make his statement, and give his version of the transaction in respect of which he stands charged. . . . *The statement might be made by his counsel*, but I think it may also be made by the prisoner."

SEVERAL YEARS AGO, in discussing the case of *Miles* v. *Furber* (21 W. R. 262, L. R. 8 Q. B. 77), we drew attention to the two conflicting principles which had from time to time prevailed during the long series of decisions on the question of exemption from distress for rent for the benefit of trade: the principle of restriction, represented by *Parsons* v. *Gingell* (4 C. B. 545), which says that only goods placed in the hands of the tenant with the intent to have "human labour or skill bestowed upon them" are to be privileged from distress by the trader's landlord; and the principle of relaxation, represented by *Swire* v. *Leach* (13 W. R. 385, 18 C. B. N. S. 479), which says that

all goods sent to a trader "to be taken care of and dealt with by him in the way of his trade" are to be privileged from such distress. It will be remembered that in *Miles* v. *Furber* the court, having to decide between these two principles, and admitting that the previous cases were irreconcileable, deliberately chose to follow the latter principle. In a case of *Gould* v. *Usher*, decided by the Queen's Bench Division this week, the question has once more been discussed. A county court judge had decided that certain cows standing in the stables of an innkeeper, waiting to be sold, were privileged from distress levied for rent due from the innkeeper's landlord to his superior landlord. The court held that the cows were not privileged from distress. We have not before us the full facts of the case, or the grounds on which the decision of the court rested, but it seems probable that the court may have relied on the distinction suggested by MELLOR, J., in *Miles* v. *Furber* between the facts of that case and those of *Parsons* v. *Gingell*. In the latter case the owner of the horse merely used the innkeeper's stable instead of his own, retaining to himself the entire control of the animal. If our supposition is correct, there has now been introduced yet another distinction into this complicated branch of law.

CONJECTURES ARE CURRENT as to the possibility of the Great Seal being placed in commission, and it may be worth while to consider what the effect of such a proceeding would be. The 98th section of the Judicature Act, 1873, provides that "when the Great Seal is in commission, the Lords Commissioners shall represent the Lord Chancellor for the purposes of this Act, save that as to the presidency of the Court of Appeal, and the appointment or approval of officers, or the sanction to any order for the removal of officers, or any other act to which the concurrence or presence of the Lord Chancellor is hereby made necessary, the powers given to the Lord Chancellor by this Act may be exercised by the senior Lord Commissioner for the time being." It would seem that the exceptions of this section do not apply to the 31st section, whereby the Lord Chancellor is a member of, and president of, the Chancery Division of the High Court; and in this capacity he would apparently be represented by all the Lords Commissioners. The Great Seal has been twice placed in commission during the present century, first in 1835, when the commissioners were Sir C. PEPYS, M.R., SHADWELL, V.C., and BOSANQUET, J., and secondly in 1850, when they were Lord LANGDALE, M.R., SHADWELL, V.C., and ROLFE, B. The commissioners do not preside in the House of Lords; when the Great Seal is in commission it is the practice to appoint a Deputy-Speaker by a separate commission, or three Deputy-Speakers, each to act in order of a prescribed seniority, the Lords having power to elect their own Speaker in the absence of all the Deputy-Speakers so named. The administrative powers of the Lord Chancellor—such as the appointment of justices of the peace, the presentation to Chancellor's livings, &c.—would seem to be exercisable by all the commissioners together. In the event of a person professing the Jewish religion being placed on the commission, his rights as to presentation to an ecclesiastical benefice would probably, by 21 & 22 Vict. c. 49, s. 4, devolve upon the Archbishop of Canterbury; but that statute does not in terms provide for the case.

OUR READERS may remember the great surprise of the profession at the decision of Vice-Chancellor MALINS in *Paul* v. *Paul* (29 W. R. 281, L. R. 15 Ch. D. 580). The facts of that case were these:—By the marriage settlement of Mr. and Mrs. PAUL, executed in 1845, certain property belonging to the lady only was settled upon the husband for life, then upon the wife for life, then to go among the children of the marriage, but if no children the capital to go absolutely to the wife on her surviving her husband, but if she predeceased him she had a general testamentary power of appointment, and in default of appointment the capital to go to the wife's next of kin. The husband and wife were afterwards separated by mutual consent, and the separation deed provided that during the husband's life half of the income should be paid to the wife for her separate use. An action having been brought by Mrs. PAUL against her husband and the trustees to administer the trusts of the settlement and the separation deed, an application was made by motion, with the consent of the husband, that the capital of a part of the trust funds should be applied in payment of certain debts incurred by the wife. There had been no issue of the marriage, and it was considered to be clear that the wife was past child-bearing. The Vice-Chancellor acceded to this application, upon the ground that the next of kin were mere volunteers, and that, the interests of children of the marriage being out of the question, the wife was entitled to have (with the husband's consent) the capital applied for her benefit during the husband's lifetime. The action is now in the court of Mr. Justice FRY, and a petition was recently presented by the husband and wife for the payment to them of the whole remaining capital in certain agreed shares. Nobody thought it possible to deny that the principle which had been held by the Vice-Chancellor to be applicable to the previous motion was equally well applicable to the present petition. But Mr. Justice FRY, after taking time to consider, declined on Monday last to follow that precedent, and refused to make any order on the petition, except that the trustees (who had appeared and opposed) should have their costs. The learned judge expressed a hope that the Court of Appeal would have an opportunity of composing this strife of judicial opinion; but the counsel for the petitioners emphatically disclaimed any intention of appealing. Mr. Justice FRY's decision may be said to have destroyed whatever authority that of Vice-Chancellor MALINS ever had.

WE RECENTLY CRITICIZED the provisions of the curious Bill which the Farmers' Alliance intend next session to present for the consideration of Parliament; we may now add a few words as to the principle on which it is based. Between the principle of compensation by the landlord according to a valuation, with the important addition that he shall not be able to get rid of his liability to make it, and the proposal of the Farmers' Alliance that the outgoing tenant shall have the right to take his improvements into the market, and sell them at the best price they will fetch, subject to a right of pre-emption at that price in the landlord, we will not pretend to decide; but we will compare them both with the maxim, which we suppose every one will admit, that the basis of all reforms in the land laws in this country is to be found in the principle of free contract, limited only in those directions in which its exercise results in public injury. Now, in the proposal for allowing the tenant to sell his improvements for what they will fetch, there is an interference with the right of contract in three distinct directions. The purchaser must be allowed to enter and occupy in order to benefit by his purchase; thus the landlord is deprived of the right of free choice as to the tenant to whom he will let. The new tenant must be secured against having the rent raised upon him in consequence of the improvements; so comes the necessity for the assistance of a court in fixing the rent at which the purchaser is to hold. The fixing of a rent is impossible independently of the conditions of the holding, and the period for which it is to continue; consequently, it is proposed to be enacted that the conditions on which the new tenant is to be admitted shall not be more "onerous" than those on which the farm was held by his predecessor, and that the holding shall be for a term of not less than seven years. Free sale, fair rent, and fixity of tenure are thus all to be introduced, within certain limits, into English landholding for the purpose of securing to the tenant a payment which the landlord is already competent, or may easily be rendered competent, to make without any such machinery at all.

On the other hand, the principle of compulsory compensation by valuation at the determination of the tenancy is the smallest possible interference with the right of contract. It is for the good of the public that the soil shall be developed by the application to it of all the energies and resources of the person cultivating it; therefore it is the simplest sense and reason that no contract shall be permitted which, by depriving the tenant of a right to compensation for increasing the letting value of the holding, prevents him from expending his capital upon it. To say that compensation by valuation necessitates the introduction of professional valuers whose opinions are mistrusted by both parties is no argument in favour of the alternative scheme. For the latter leaves to the decision of a court questions which would but too

frequently involve the evidence of a dozen valuers instead of a single reference to two. The application of the tenant's capital to the soil would no doubt by either method be encouraged, and the interference with ordinary commercial principles to that extent justified. But the development of the land by expenditure on the part of the landlord would, by the free-sale scheme, be finally prevented, for the sense of personal dominion and of the interest attached to such dominion could scarcely survive the extinction of his power to choose his own tenant and to fix with him the terms of the holding. Is such an interference with the right of contract justified by political necessity, or is it not rather, by shutting up the principal source from which has flowed the means necessary for agricultural improvements, directly opposed to the public good?

## IMPLICATION OF CONTRACT THAT GOODS SOLD SHALL BE OF THE VENDOR'S OWN MANUFACTURE.

The recent case of *Johnson* v. *Raylton* (L. R. 7 Q. B. D. 438) raised a point of great practical and also theoretical interest with regard to the construction of contracts for the sale or supply of manufactured articles. Strangely enough, there was no distinct English authority on the point. There are two Scotch decisions of the Court of Session, but unfortunately there was in those cases a difference of opinion among the judges, and so again unfortunately there was a difference of opinion in the Court of Appeal in the case we are considering. The point arose as follows. The plaintiffs, who were manufacturers of, but not otherwise dealers in, iron, by a written contract, on the margin of which was their trade-mark, contracted to sell to the defendants 2,000 tons of ship-plates of the quality known as "Crown," to pass Lloyd's survey, to be delivered monthly at the defendant's ship-yard. There was no express stipulation that the plates should be of the plaintiffs' manufacture. The question simply was whether, under such a contract, the plaintiffs could compel the defendants to take plates in accordance with the contract in other respects, but not of their own manufacture—in other words, whether it was an implied term of the contract that the plates should be of the plaintiffs' own manufacture.

Lord Justice Bramwell, who held that there was no such implied term, in opposition to the opinion of Brett and Cotton, L.JJ., delivered a very characteristic judgment. The tendency of his mind appears to be against implications by which the law makes for persons contracts which they have not in terms made for themselves, or imports into contracts terms which they have not expressed for themselves, and perhaps never dreamed of until a change of prices or some other matter subsequent suggested such terms to one or other of them. There is no doubt much danger in such implications. They introduce an element of uncertainty which tends to render law doubtful and unscientific, and to make the law in each particular case matter of fluctuating opinion. The ordinary case of mercantile usage, introduced by implication into a contract, is a strong illustration of this tendency. You have witnesses supposed to be experts deposing contradictorily as to the existence or otherwise of a usage of which the certainty and notoriety is in theory the ground for its implication into the contract. If you look to what people actually say you are on sound ground; but if you go into the question what they must have meant, although they did not say it, you are on treacherous soil at once. It is, no doubt, true in general that people should say expressly what they mean in contracting, and that the court ought not to act as a sort of mercantile court of equity to reform business contracts, and to make them say what the parties entering into them ought, as business men, to have said, and would, perhaps, have said if they had anticipated the contingency that has arisen, but which they have not, in fact, said.

Lord Justice Bramwell expresses an opinion that there ought to be very little difficulty about the point in question in the case we are discussing. He says, "If there is an uncertainty in this case, it is an uncertainty of the law. This ought not to be. There ought to be, and I think is, a rule by which to decide this case. That rule, I think, is, that we must look at what the parties have said: add nothing to and take nothing from it without necessity, and see if the facts relied on by the plaintiffs bring this case within what has been so said." He then proceeds very forcibly to combat the proposition that, when goods which have to be made are ordered of a man who makes them, the goods are necessarily to be of his own make. It is admitted by the Lord Justice, and indeed it would be impossible to deny, that if upon the facts it is shown that the make of a particular person or firm has a special value or reputation, the implication would be that the articles ordered were to be of that make. As, for instance, if an order were given to a painter for a portrait, or to Erard or Collard for a pianoforte; but the question now under discussion is whether there is any proposition of law to the same effect when it is not shown that there is any special repute or distinction about the make, but the articles are articles of which one maker's make is as good as another's.

We sympathize strongly with the spirit of Lord Justice Bramwell's remarks, but we cannot say the particular question seems so easy to us as it does to his broad and robust vision. Questions of this sort may, by the rigid application of clear, strict general principles—which, no doubt, in the main are sound and wholesome principles—be rendered easy of solution; but there is constantly in law a conflict between what one may call general expediency and the expediency of the particular class of cases; and the clear, broad rule, notwithstanding the general advantages of breadth and clearness, may in its application to particular classes of cases or relations of life be so manifestly contrary to justice or the more limited expediency of the particular class of cases, that some special limitation or modification of its operation is absolutely necessary. In relation to contracts it is obvious that life is not really long enough, and the tide of business is too rapid, to admit of the terms of a contract being always set forth with the accuracy of a proposition of Euclid, and courts must constantly be obliged, to some extent, to read between the lines in order to do justice. It is, no doubt, a good general rule to be chary of implications, but in particular cases it is sometimes necessary to make them. It is a question of the balance of conflicting expediencies, and in many cases it will be difficult to say where the line is to be drawn.

Notwithstanding our general sympathy with Lord Justice Bramwell's view, we incline to think that the majority of the court were, in this particular case, right. We think if you asked a number of business men what they would expect if they ordered articles of a person who carried on business, and held himself out only, as a manufacturer of those particular articles, and not as a dealer in such articles manufactured by others as well as a manufacturer, they would answer that they should expect that the articles would be of his own manufacture, though it was not so stipulated. We think, therefore, that the true proposition is as laid down by Brett, L.J. The difficulty that really would arise in many cases is that of ascertaining in what capacity the vendor holds himself out. There are many cases, especially of businesses of a mixed wholesale and retail character, in which it would be difficult to say whether vendors professed to supply goods of their own manufacture or not. But if goods are ordered of a firm of manufacturers who are known in the trade not to be dealers except in goods manufactured by themselves—and surely there must be numberless instances of such firms—it seems to us that the natural meaning of a contract for the supply of goods by such firms is clearly that the goods are to be manufactured by them. The fact that it cannot be shown affirmatively that there is anything peculiar or of special value about the make, is not, to our mind, conclusive. A man may have an irrational, but at the same time real, confidence in or preference for the make of a particular manufacturer. It would be a very difficult thing to draw the line in estimating how far the repute of a manufacturing firm could be considered to give a special value or repute to the goods. There seems to us little doubt that the fact that goods were manufactured by a good firm would afford some ground of preference for them, and a man who goes to a manufacturer seems entitled to say that he entertained that preference. It seems to us that the admissions, which cannot be avoided by the advocates of the other view, with regard to certain cases, as of orders of paintings from painters or other cases where an element of personal skill or repute comes in, if followed out, press them much harder than they suppose. Why, if I order a portrait of A., can he not make me take one by B.? Assume that B. was the more eminent painter of the two, and his portraits generally fetched more in the market, and that to oblige

a brother artist he agreed to act for A. I might be a fool for refusing to take the portrait of B., but no one will deny that I could so refuse. It is obvious at once to anyone that the contract is that the painter should paint it himself, but why is this obvious? The reason does really seem to come very much to this: that the nature of a portrait painter's business is that he himself paints portraits to order, but does not sell or otherwise deal in portraits, and consequently the natural meaning of an order to him is that he himself is to make the article. It does not seem to turn upon the particular value of his work, because it is not only that he cannot turn you over to a person of inferior skill. A mere dauber could not turn you over unwillingly to Millais if he had agreed to supply you with a portrait. If, by the general conduct of his business, a man holds himself out as selling articles of his own manfacture only, then it does seem to us consistent with justice and expediency that a contract with him should be taken to be one for the supply of such articles only, though the contract does not expressly stipulate it, because it will be the natural expectation of the other party to the contract that the articles will be of the manufacturer's own manufacture.

## THE PRACTICAL EFFECT OF THE CONVEYANCING ACT.

### VIII.—Production and Safe Custody of Title Deeds (*continued*).

The section upon which, at the close of our last article, we made some remarks, deals with two distinct kinds of contract—(1) an acknowledgment of the right to the production of documents and the delivery of copies, by the section styled "an acknowledgment"; and (2) an undertaking for safe custody of documents. This last is not expressly styled "an undertaking," but the section, without the formality of a definition, by degrees slips into denoting it by the single word. These contracts must be in writing, but they seem to need no other formality. We can discover nothing to restrict the documents to documents of title to land; or to restrict the occasions on which such contracts can be made to sales or conveyances; or to restrict the relation subsisting between the parties to the relation of vendor and purchaser, or to any other definite relation. The following points seem to be not unworthy of attention:—

The duties imposed by an "acknowledgment" and an "undertaking," respectively, are onerous; moreover, by sub-section (2) the person entitled to their benefit has the right to enforce specific performance of the obligations imposed by an "acknowledgment"; and though sub-section (5) provides that he shall pay the costs and expenses, it does not provide that these must be paid before the specific performance can be enforced. But the burden of these obligations is perhaps more easily shifted than the burden of the covenant in common use; sub-sections (2) and (9) provide that an "acknowledgment" and an "undertaking," respectively, shall "bind each individual possessor or person so long only as he has possession or control" of the documents. Suppose a vendor, "retaining" possession of title deeds relating to property other than the property sold, should execute what we will take the liberty to style a *pro formâ* mortgage of the said other property, in consideration of the sum of ten shillings, and should hand over the title deeds to the mortgagee. The mortgagor would then certainly not "have possession . . . thereof"; and we submit that he could not, with any propriety, be said to "have control" of them. In the elaborate list of "obligations" set forth in sub-section (4), we find nothing whereby the "person entitled to request production" is enabled to compel the mortgagor to disclose the name of the mortgagee. Neither do we find anything to oblige him against his will to exercise for the benefit of anybody else his right under section 16 to inspect and copy the title deeds in the mortgagee's hands.

Our object in pointing out how to evade these obligations is not to recommend evasion of them to the reader, but to illustrate what we take to be the section's great defect. It does not, so far as we can see, oblige a person who has given an "acknowledgment" or "undertaking" to another person, and who afterwards delivers the documents to somebody else, to give the name of this somebody to the person entitled to the benefit of the "acknowledgment" or "obligation." It would seem as if the seductive vision of "obligations" made, as it were, to "run with" the documents, had caused to be forgotten the obvious fact that documents are not, like lands, things which cannot be hidden, and of which the existence and whereabouts is always notorious. On this account "acknowledgments" and "undertakings" seem to be much less advantageous to the purchaser than the covenant in common use, expressed to be defeasible upon delivery (at his own expense) of a substituted covenant by the covenantor. And since we can see nothing in them (unless it be the before-mentioned facility with which they might perhaps be evaded) to commend them to the favourable opinion of vendors, we should not anticipate that, in transactions of any importance, the existing practice will be displaced by the machinery offered by section 9. The reader must also remember the doubt expressed at the close of our last article, whether the largest purchaser at an auction, not being "a person who *retains* possession of documents," can be brought within the scope of the section.

### IX.—As to Trusts.

We propose now to group together the provisions of the Act relating to trustees and executors. The object of section 30 (which applies only in cases of death after the commencement of the Act) is to extend the provisions of section 4 of the Vendor and Purchaser Act, 1874, and section 48 of the Land Transfer Act, 1875 (which are repealed), and, as so extended, to render them compulsory. To take from trustees and mortgagees the power of directing the devolution of the trust or mortgage estate would undoubtedly sweep away considerable expense and litigation. The point we have to consider is how far that object has been attained. The first clause of the first sub-section provides that:

"Where an estate or interest of inheritance, or limited to the heir as special occupant, in any tenements or hereditaments, corporeal or incorporeal, is vested on any trust, or by way of mortgage, in any person solely, the same shall, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time, in like manner as if the same were a chattel real vesting in them or him."

Before we consider how far devises of trust and mortgage estates have been rendered nugatory, we shall make one or two observations on the language of the section. The first thing to be observed is that the draftsman has here abandoned his definition of "lands," which term, by section 2 (ii.), is to include, unless a contrary intention appears, "lands of any tenure, and tenements and hereditaments, corporeal or incorporeal." The reason for this may have been an intention to keep copyholds outside the section; but this object might have been more clearly attained by an express statement that the section should not apply to hereditaments of this tenure. The next point to observe is that the literal construction of the words of the section approaches an absurdity. Where an estate "is vested on any trust . . . in any person solely, the same shall, *on his death*," devolve to his personal representatives. The most obvious time to which to refer the words "is vested," would be the time of the creation of the trust; in which case it would follow that, whenever a settlement of land has at its commencement been constituted with a single trustee, the lands will devolve at his death upon his personal representatives, although in the meantime the property has been vested in himself and new trustees. If this construction be thought too absurd to be adopted, we shall take leave to complain that we have too often been left to such a consideration for our chief guidance. No obscurity would have hung over the phrase, "Where at the death of any person, an estate, &c., is vested on any trust in him solely, &c." And we are easily able to imagine phraseology much more clear than the somewhat ludicrous provision that the estate shall on *the death of the trustee* devolve to his personal representatives *from time to time*.

But these suggestions are merely by the way. What is the effect of the provision that the estate shall, "notwithstanding any testamentary disposition, devolve to and become vested in" the "personal representatives or representative from time to time, *in like manner as if the same were a chattel real* vesting in them or him"? In what manner does a chattel real bequeathed by a testator vest in the executor? It vests in him, of course, until

assent, and after assent it vests in the legatee. If the executor refuses his assent without cause, he may be compelled to give it (2 Wms. on Exors. 1374). Is this the "manner" in which the trust estate is, on the death of the trustee, to vest in his executor where the trustee has devised trust estates? If so, the effect of the new legislation will by no means be to render nugatory a devise of trust and mortgaged estates, for upon the assent of the executor the estates would seem to vest in the devisee of trust estates. It might be thought that this view is strengthened by a consideration of the next clause of the sub-section, which runs as follows:

"And accordingly all the like powers, for one only of several joint personal representatives, as well as for a single personal representative, and for all the personal representatives together, to dispose of and *otherwise deal with the same*, shall belong to the deceased's personal representatives or representative from time to time, *with all the like incidents*, but subject to all the like rights, equities, and obligations, *as if the same were a chattel real vesting in them or him*."

But the last clause of the section provides that—

"for the purposes of this section, the personal representatives, for the time being, of the deceased, shall be deemed in law his heirs and assigns, within the meaning of all trusts and powers."

The effect of this we take to be to enable the personal representatives of the deceased trustee to execute the trusts and powers in all cases in which they might be executed by his "heirs and assigns." But does the clause contain anything to incapacitate his *actual* heirs and assigns from so acting, if otherwise authorized? Does it say that the personal representatives are to be deemed the *only* heirs and assigns of the deceased for the purposes of the section? Or might the personal representatives, by assenting to a devise of the trust estates, constitute the devisee of such estates a trustee?

## LEGISLATION OF THE YEAR.

### SUNDAY CLOSING OF PUBLIC-HOUSES.

CAP. 61.—AN ACT TO PROHIBIT THE SALE OF INTOXICATING LIQUORS ON SUNDAY IN WALES.

This Act, after reciting that the provisions in force against the sale of fermented and distilled liquors during certain hours of Sunday have been found to be attended with great public benefits, and it is expedient, and the people of Wales are desirous, that, in the Principality of Wales, those provisions be extended to the other hours of Sunday, enacts that in the said Principality "all premises in which intoxicating liquors are sold or exposed for sale shall be closed during the whole of Sunday." A second section applies the "Licensing Acts, 1872-1874." A third section fixes—or rather attempts to fix—a date for the commencement of the Act. A fourth section repeats the saving for railway travellers which is contained in the Licensing Act, 1874; a fifth gives a "short title," and that is all. We have all read in the public prints that contradictory decisions upon the vexed question of the date of commencement have proceeded from Welsh justices; that counsel have advised that the Act does not come into operation for a year; that the present Home Secretary has pronounced that the "day next appointed" means the "day next appointed"; and finally that a former Home Secretary (Lord Aberdare, who piloted the Act through the House of Lords) "writing from Verona, without a copy of the Act before him," equally declines to give a categorical opinion. "There is a great deal to be said on both sides," but we adhere to the opinion which we have previously expressed that the operation of the Act will not be delayed for a year. The exact words of the section (which formed part of the original Bill introduced early in the session) are these:—"This Act shall commence and come into operation with respect to each division or place in Wales on the day next appointed for the holding of the general annual licensing meeting for that division or place." Now the Act passed on the 27th of August. By the 1st and 2nd sections of the Licensing Act, 1828 (9 Geo. 4, c. 61), the meeting in question must be held on some day between the 20th of August and the 14th of September, at a day, hour, and place appointed at least twenty-one days beforehand. Surely Parliament may be said to have presumed, at the time of the passing of the Act, that all the appointments had been already made; inasmuch as where made after the passing of the Act, the appointed days would be at least three days later than their legal date.

### PETROLEUM.

CAP. 67.—AN ACT TO REGULATE THE HAWKING OF PETROLEUM AND OTHER SUBSTANCES OF A LIKE NATURE.

The Petroleum Acts, which first began to be passed in 1862, were for a long time temporary, but they were practically made perpetual by the Petroleum Act, 1879 (42 & 43 Vict. c. 47), which by section 4 enacts that the Petroleum Act, 1871, "shall continue in force until otherwise directed by Parliament." This stereotyping of the law has, we suppose, caused that careful examination of it by which it was discovered that the hawking of petroleum was rendered impracticable if not illegal. So the present statute enacts that "any person who is licensed in pursuance of the Petroleum Act, 1871, to keep petroleum to which that Act applies may, subject to the enactments for the time being in force with respect to hawkers and pedlars, hawk such petroleum by himself or his servants." The Acts 50 Geo. 3, c. 41, 52 Geo. 3, c. 108, 24 & 25 Vict. c. 21, the Pedlars Act, 1871, and the Pedlars Act, 1881, are the enactments now in force with respect to hawkers and pedlars. The three first-named Acts concern the Inland Revenue only; the Act of 1871 prescribes that "no person shall act as a pedlar" without a certificate from the chief officer of police of his district, such certificate to be granted to any person "who has during one month previous to such application" resided in the district, on the officer "being satisfied that the applicant is above seventeen years of age, is a person of good character, and in good faith intends to carry on the trade of a pedlar." The Act of the present session gives the certificate an effect "within any part of the United Kingdom."

The Act upon which we are commenting contains minute regulations as to the amount of petroleum which each hawker may hawk, the "closed vessels" he must use, the construction of his carriage [*i.e.*, as defined in the interpretation clause, "carriage, wagon, cart, truck, vehicle, or other means of conveyance by land, in whatever manner the same may be drawn or propelled"], the storage of the petroleum in licensed premises, and other matters.

### EXPIRING LAWS CONTINUANCE.

CAP. 70.—AN ACT TO CONTINUE VARIOUS EXPIRING LAWS.

This statute continues twenty-seven Acts of Parliament until the 31st of December, 1882, which, but for the continuance, would have expired, in accordance with the Expiring Laws Continuance Act, 1880, on the 31st of December, 1881. Among the Acts "continued," the more important are 3 & 4 Vict. c. 82, by which stock-in-trade is exempted from poor rates, the Locomotive Acts, the Ballot Act, 1872, the Corrupt Practices Acts, and the Parliamentary Elections Act. A "continued Act" of great theoretical importance is the Militia Ballots Suspension Act (28 & 29 Vict. c. 46). The necessities of the Militia have been so long provided for by voluntary enlistment that it is little known that compulsory enlistment by ballot is still the law, except as suspended by the Suspension Act, annually continued since 1863.

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The late Mr. William Coleman Gill, solicitor (of the firm of Gill & Bush, of Bath), has by his will bequeathed a legacy of nineteen guineas to the Solicitors' Benevolent Association, of which he was a life member from its foundation in 1858.

Amongst the business to be considered at the meeting of the Common Council to be held next week is a motion by Mr. W. J. Fraser, which has been altered as follows:—"That it be referred to the Law and City Courts Committee to inquire and report to this court, as soon as practicable, as to the delay and expense to which in some cases citizens and others who may be judgment creditors are subjected in obtaining from sheriffs' officers (except those of the City of London) and county court bailiffs moneys received by them in respect of executions levied at the suit of such creditors, and the best means to be adopted for insuring the more speedy payment of all such moneys to the parties entitled thereto, with power to confer thereon with the Right Hon. the Lord High Chancellor, Citizen and Mercer."

The following (says the *Kentucky Law Journal*) is the initiatory paragraph, literally and with punctuation, transcribed from a brief lately presented by an attorney to a high court sitting in Kentucky:—"The desire of Counsel to free your Honor, from an oral argument of length suggested, by the continuity of arduous labors since the commencement of the term and the appearing fatigue caused, by preceding matters prevented full verbality, at the time upon the Propositions of Law—agreement and facts shown, by the papers of the controversy, as would otherwise have done."

# REVIEWS.

## FISHER'S DIGEST.

Fisher's Digest of the Reported Decisions in all the Courts, including a Selection from the Irish, from Hilary Term, 1870, to Easter Vacation, 1880. Consolidated and arranged by T. W. Chitty, Esq., and J. Mews, Esq., Barristers-at-Law. Two volumes. H. Sweet.

A Digest of the Reported Decisions of all the Courts, including a Selection from the Irish (being a Continuation of Fisher's Digest) during the year 1880. By T. W. Chitty, Esq., and J. Mews, Esq., Barristers-at-Law. H. Sweet.

Fisher's Digest is too well known to need any introduction to our readers. No one who has seen the frequent reference which men in large practice at the common law bar are in the habit of making to it, can doubt its enormous value to the practitioner. The continuation of the Digest from 1870 to 1880 has this great feature, that for the first time the Digest is complete, and includes all the cases, both common law and chancery. The advantage of the arrangement adopted in the book is obvious. Take, for instance, the case of a practitioner who wants to know what decisions there have been since 1870 with reference to what companies will be wound up. All he has to do is to take down the volume, turn to the head "Company," and run his eye down the synopsis at the commencement of that head; he finds at once what he wants under the sub-heads "Winding up," "What Companies." He turns to the page referred to at this place, and there he has all the cases arranged with clear italic headings. In the last volume, including all the cases for 1880, we find several improvements. Numerous cross-references have been added, important *dicta* have been inserted, and the list of cases overruled is no longer confined to those which are referred to in the head-notes of the reports. As references to new statutes and rules have also been added, the reader has before him all the alterations of the law effected during the year.

## COUNTRY SOLICITOR'S PRACTICE.

Archibald's Country Solicitor's Practice: A Handbook of the Practice in the Queen's Bench Division of the High Court of Justice, with Statutes and Forms. By W. F. A. Archibald, Esq., Barrister-at-Law. Stevens & Sons.

Mr. Archibald says in his preface that "no substantial part" of the alterations proposed by the Procedure Committee "can be adopted without being submitted to the Legislature," and predicts that "no immediate change in the practice is to be anticipated." We have already pointed out that many of the changes require an Act of Parliament, but that the majority of them do not; we agree, however, that no immediate change is to be anticipated.

The plan of the book is to give a running comment on the various heads of procedure and practice, such as "Matters Preliminary to Action," "Writ of Summons," "The Pleadings," "Preparation for Trial and Trial," in fourteen successive chapters, and then to print at length, first the Judicature Acts, the Rules of Court, with all their forms, then a set of "Additional Statutes, Orders, and Forms," and finally a set of "Additional Forms," we presume, supplied by the author himself. The commentary is extremely well written, Mr. Archibald being quite at home in threading his way through the difficulties raised by *Stooke* v. *Taylor*, *Ward* v. *Pilley*, *Clow* v. *Harper*, and other puzzling cases. In inserting a reference to *Beddall* v. *Maitland* (29 W. R. 484), however, in his addenda, he has missed an opportunity of pronouncing for either that case or *Original Hartlepool Collieries Company* v. *Gibb* (L. R. 5 Ch. D. 713), and has not even called attention to the difference of opinion between Mr. Justice Fry and the Master of the Rolls appearing from those cases. The chapter relating to Solicitors and Costs contains a clear and concise summary of the enactments and cases, but we do not find any reference to the case of *In re Snell* (25 W. R. 736, 21 Solicitors' Journal, 495), in which the Court of Appeal, reversing the decision of the Master of the Rolls, held that while a solicitor is not justified in taking special journeys at the expense of his client without a special retainer for that purpose, yet such retainer may be shown by subsequent ratification.

The sections and rules are abstracted in the commentary with references to the pages of the appendix, but we miss cross-references from the appendix to the commentary. The addenda are extremely profuse, occupying over twenty pages. The index is very good. The selection of additional Acts is judicious, and, as far as we can discover, none of the numerous orders under the Acts has been omitted.

We cannot help thinking that a book which, being called "The Country Solicitor's Practice," is restricted to that branch of the profession, might have been made somewhat less bulky. It would have been a good opportunity, for instance, to have omitted all the forms of pleading scheduled to the Rules of Court. But, on the whole, we think that Mr. Archibald has succeeded in producing a useful and well-arranged book.

## THE CONVEYANCING ACT.

The Conveyancing and Law of Property Act, 1881, together with the Vendor and Purchaser Act, 1874, and the Solicitors' Remuneration Act, 1881. With Notes, and an Introduction. By Aubrey St. John Clerke and Thomas Brett, Barristers-at-Law. Butterworths.

This, the second work of the kind which we are called upon to notice, is of a more elaborate design than that which we reviewed a few weeks ago. Every section is examined with scrupulous care, and the opinion of the authors is stated with great frankness. The result has been to adorn the notes with so many remarks, rather suggestive of blame than of commendation, that we think that, if the public has been tempted by what they have read in our columns to indulge in any mutinous feelings of complaint, they will hardly be brought to a more satisfied frame of mind by the comments of Messrs. Clerke and Brett. Their book contains many suggestions which we think not only sound, but likely to be of much practical value to the profession; although we have remarked among them some observations which, though not in themselves unjust, do not entirely convince our judgment. In this class we should, on the whole, be disposed to include a remark, contained in a note upon section 7, to which we have already adverted in our columns. "It seems doubtful," say the authors, "whether in some cases the words 'or any one through whom he derives title, otherwise than by purchase for value,' properly qualify the covenant, since it would thus seem to extend to the acts of every person in the chain of title who did not take the estate as a purchaser for value," [*Quære*, ought not this rather to have been, "who did not *convey* the estate, as a *vendor*, for value?"] notwithstanding the intervention of a purchase for value." We think that this objection undoubtedly points out a defect in the draftsmanship of the Act, but we do not think that any court would give practical effect to it. But a few objections coming under this head detract but little from the substantial value of the work, which we are inclined to rate very highly. It may be expected to find its way into the hands of a large number of those practitioners who are obliged, at a very short notice, to enter upon the study of this difficult and perplexing Act.

## BANKRUPTCY.

A Concise Treatise upon the Law of Bankruptcy. By E. T. Baldwin, Barrister-at-Law. Second Edition. Stevens & Haynes.

This is a concise and readable treatise, distinguished from some other concise and readable law books by the care with which the writer has verified his statements. The arrangement of the book, tracing each step in bankruptcy from petition to discharge, is convenient, and a good index enables ready reference to be made to any subject. In the appendix the Acts are given, with marginal references to the page of the book in which the section is discussed. As regards the recent cases, we have examined the work on various subjects and have found all the cases we sought. So recent a case as *Crawcour* v. *Salter* (25 Solicitors' Journal, 525) is duly noted.

## SOLICITOR'S DIARY.

The Solicitor's Diary, Almanac, and Legal Directory for 1882. Edited by Charles Ford, Esq., Solicitor. Waterlow & Sons (Limited).

We need not do more than announce the annual issue of this convenient and well-arranged diary.

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The following Judges have been selected to try election petitions during the ensuing year—viz., Mr. Justice Denman, Mr. Justice Field, and Mr. Justice Stephen.

On the first day of the sittings of the Admiralty Division, Sir R. J. Phillimore, upon entering the court, said: I cannot again take my seat in this court without first making some reference to the great loss we have sustained in the untimely death of Mr. Clarkson. When the court rose for the Long Vacation he appeared in his usual health and spirits, and I can hardly persuade myself that we shall never see his face or hear his voice again. He will long be remembered as an excellent lawyer and able advocate, who knew thoroughly how to reconcile his zeal in the discharge of his duties to his client with the utmost respect for the court. I am speaking the unanimous opinion of us all when I say that we most deeply and sincerely lament his loss.—Mr. Butt, Q.C., said: I may, perhaps, be allowed to express the satisfaction with which we have all listened to the kindly words your lordship has been pleased to utter concerning one whose loss we mourn. Of his thorough knowledge of his profession, of his great ability and skill as an advocate, I do not desire now to speak. Probably those only who, like myself, have been most frequently opposed to him could thoroughly appreciate his powers. What I do wish to bear witness to is this, that, while he never missed a legitimate opportunity of serving his client, he never took an unfair advantage of an adversary. Speaking for myself and those around me—his friends and mine—I would say that we deeply lament the loss of a friend whose manly and generous nature had endeared him to us all, and whose premature death has left a gap in our ranks that cannot readily be filled up.

## CORRESPONDENCE.

### THE CONVEYANCING ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As Mr. Wolstenholme's colleague, I should be much disposed to offer some remarks on the general and preliminary question—What is the practical value of the criticism you have been publishing? But such remarks would be more appropriate when the criticism had come to an end, of which there seems to be no near prospect. I therefore, at present, only ask you to let me observe shortly on the last article—No. VI.

If the articles which preceded Mr. Wolstenholme's letter had been written in the same tone and style as No. VI., which followed it, Mr. Wolstenholme would have had no ground of complaint in that respect. But your critic cannot, I conceive, be equally complimented on an improvement in the substance of his disquisition. He deals in No. VI. with two new matters—the "all the estate" clause and custody of title deeds.

1. He contends that, under section 63, the "all the estate" clause will be implied in leases, unless negatived. To this contention there are at least three answers, each sufficient:—(*a.*) Sub-section (2) excludes the implication of any larger estate than the term. (*b.*) A lease could not operate as a conveyance of the whole fee, unless it contained sufficient words of limitation, as *heirs* or *fee simple*. (*c.*) The intention of the parties would restrict the operation of the deed, on the principle that in a lease the *habendum* qualifies the general intendment of the premises: Co. Litt. 183a.

2. I am unable to see why "the purchaser of the largest lot and recipient of the title deeds," as your critic describes him, being also the continuing holder of them, should not come within the terms of the section, as a person who retains possession of documents.

Westminster, Nov. 9. F. S. Reilly.

[1. Our correspondent ought at least to have read with attention the passage in our article which he does us the honour to criticize. If he had done so he would have seen that we expressly pointed out the operation of sub-section (2) as excluding the operation of sub-section (1), at all events with the aid of an express declaration of intention. He speaks as though we had overlooked sub-section (2). Nor is it the fact that we *contended* that, under section 63, the "all the estate" clause would be implied in leases, unless negatived. Our words were, "*A doubt may be felt whether*" it will not be necessary to expressly exclude the operation of the section. Surely Mr. Reilly does not think that this phrase is equivalent to the expression of a categorical opinion.

We will now deal with Mr. Reilly's "three answers, each sufficient."

"(*a.*) Sub-section (2) excludes the implication of any larger estate than the term."—If by "excludes" Mr. Reilly means "excludes, although the intention to exclude is not expressly stated in the deed," he is only stating the proposition which he undertook to prove: a proceeding styled by logicians *petitio principii*. If he only means that sub-section (2) enables the person making the conveyance to exclude the operation of sub-section (1), we are not concerned to contradict him, seeing that we said the same thing ourselves.

"(*b.*) A lease could not operate as a conveyance of the whole fee, unless it contained sufficient words of limitation, as *heirs* or *fee simple*."—Of course, *at common law* sufficient words of limitation would be required. But our doubt was whether the Act had not, in this respect, overridden the common law. How is this doubt dispelled by telling us what the common law would do, supposing it *not* to be overridden?

"(*c.*) In a lease the *habendum* qualifies the general intendment of the premises: Co. Litt. 183a."—That this proposition was true *when Lord Coke wrote* admits of no doubt. But our correspondent seems to overlook the fact that the 8 & 9 Vict. c. 106 has destroyed the reasoning upon which it was founded. The true source of the proposition is to be found, not in Co. Litt. 183a, but (as the greatest real property lawyer of this century has remarked) in *Baldwin's case* (2 Rep. 23). Mr. Reilly must be aware that the distinctions drawn between the cases in which the *habendum* is repugnant and void, and those cases in which the *habendum* qualifies the grant of a fee in the premisses, turn upon the fact that estates of freehold in possession did not then lie in grant, but needed livery of seisin to pass them. Now that, by the 8 & 9 Vict. c. 106, s. 2, corporeal hereditaments, as regards the conveyance of the immediate freehold, are "deemed to lie in grant as well as in livery," the whole ground of the distinctions is cut away, and the case of a lease seems clearly to fall within a very different proposition, which (Lord Coke tells us) was, in *Baldwin's case*, "taken and agreed for good law"—viz., "when to things which take their essence and effect by the delivery of the deed without other ceremony, *and which lie in grant*, there is such limitation as in the case at bar, the *habendum* was *repugnant and void*."

We think our readers will agree with us that Mr. Reilly cannot be complimented on the success of his three answers to the first objection. We will now consider his second point.

2. Mr. Reilly seems to think that a "person who *receives* and *afterwards* retains possession of documents" is properly described by the bare phrase, a "person who *retains* possession of documents." We are not able to agree with him. But we would beg leave to remind him that it would, at all events, have cost only a single sweep of the pen to remove the doubt by writing "retains *or receives*" in the Act.—Ed. *S. J.*]

### THE SOLICITORS' REMUNERATION ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondents are not at all premature in calling attention to this subject.

It is not only those of us who are mainly conversant with small transactions to whom it is important. The bulk of the profession, occupying a middle position between these and the comparatively few who deal mainly with large transactions, are deeply interested in having things settled on a fair basis—fair all round.

I am not ashamed to write, what I have always freely said, that this question of remuneration is *the* important and interesting one for us. The glories of horsehair never fired my ambition, nor do I deeply sympathize with the plaintive appeals we hear from time to time for the more respectful treatment of solicitors. What I do care about is to be paid fairly and on a rational principle for the work which I do, not because I like it, but because I have to live by it.

The recent Act seems to have a wide scope, embracing not only conveyancing but "other non-contentious business," and I think it would be quite worth the while of those of us who are not thinking of going to the bar to consider this question, and exchange notions respecting it.

X.

### THE LAW SOCIETY AND LAW REFORMS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You are probably aware that the council has, in fulfilment of the promise made at the adjourned special meeting of the society held on the 20th of May last, called a special general meeting for Friday, the 18th inst., to consider the report of the Legal Procedure Committee. This meeting is summoned for two o'clock in the afternoon. This hour is probably the most convenient for the senior members, who form the few, but it is certainly two hours at least earlier than will be convenient to the great majority of the members who may desire to attend the meeting, and take an active part in its deliberations, and so contribute that experience and knowledge which is absolutely essential if the society is to arrive at a just and a sound conclusion respecting the various important matters to which the report refers.

I am quite sure that the meeting has not been convened at this hour with the desire exclusively to suit the senior members, but because it has hitherto been the habit for the society to meet at this unsuitable hour. It should not, however, be forgotten that the junior members of the profession are far more interested in the proposed reforms with respect to solicitors' remuneration and the matters referred to in the committee's report than many of the seniors, some of whom before long will necessarily cease to practise. Besides which it is very important to secure the presence at a meeting of this kind of those who are day by day actively engaged in the duties of their profession, if it is to result in real good.

Hitherto, in consequence of our annual and other meetings having been held at this early hour, the discussion has frequently been left in the hands of Mr. Kimber, Mr. Ford, Mr. Macarthur, or others of the profession, who are entitled to our thanks for having thus taken up a position which could not be occupied by others, but who would not for single moment pretend that they always represented the general feelings of those who were unavoidably and reluctantly compelled to be absent.

At the recent Brighton meeting, the president, Mr. Druce, very properly invited the meeting to express its decision on certain questions relating to bills of sale, indicating at the same time that the council were much divided on the matter, and that they would desire to have the advantage of ascertaining the views of the members at the meeting in question.

It cannot be doubted that in a body constituted like the council a great difference of opinion is likely to arise on most of the matters referred to in the committee's report, and also in fixing solicitors' remuneration. It would, therefore, seem most expedient and wise for the council at the proposed meeting to offer to discuss the different recommendations contained in the report, and invite its decision *seriatim* thereon, not with the view that such decision should necessarily bind the council, but as an evidence of the feeling of the meeting upon the particular points. It will be quite impossible for this to be done at Friday's meeting, and I therefore suggest that after the transaction of some formal matters of business, as, for instance, settling the course to be adopted, the meeting should be adjourned until the following week, to be held not earlier than four o'clock in the afternoon, and that it should be definitely given out, and *thoroughly understood*, that the council are anxious to learn the views of the profession on the different points, so that those who have hitherto abstained from attending these meetings may be induced to put in an appearance, and be made to feel that in taking an active part in the

meeting, and even in criticising the council's action, they are acting only within their right, which the council would wish to be exercised in the freest manner. How on earth is a member, anxious to be present at the meeting, but engaged in a heavy case at Westminster or elsewhere, where his presence is an absolute necessity, and who is in no way responsible for the case having been fixed for the 18th inst., to attend the meeting at two? Is the case to be adjourned, or is the meeting to be deprived of what may be the benefit of this member's wise counsel and matured experience? Surely not! Why not, then, fix the meeting at such an hour as when all who are invited may reasonably be expected to be able to attend? The council has now an available opportunity for taking into its confidence the members of the profession generally; and in their interests, and in the interests of the society, and in the interests of the public, I earnestly trust that this opportunity will not be lost.

There are some active members on the council, like Mr. Hollams, Mr. Clabon, Mr. Grinham Keen, Mr. Walters, and Mr. Lake, who should, in matters of this kind, insist upon their voices and influence being heard if they hope to retain that confidence which has hitherto been so wisely intrusted to them, and which, it is to be hoped, they will still continue to justify.

The meeting should partake of the nature of a conference, in which the elected were meeting the electors, simply with a view to arrive at the wisest and safest conclusion upon matters respecting which differences of opinion must necessarily prevail, but as to which it is most important to ascertain what are the views generally of those present. The council must not grudge the necessary time. The matters for consideration are worthy of patient and careful deliberation. If necessary for the convenience of country members, let it be known that the society can meet from day to day.

I am exceedingly glad that attention is being drawn to the settlement of the remuneration of those solicitors whose practice and experience is to a very large extent confined exclusively to business involving comparatively small amounts. It has been previously stated in your valuable journal that a fear exists that the interests of these members of the profession—who, by the way, are in a decided majority—may perhaps be unintentionally overlooked. There can be no excuse for their interests being unprotected or insufficiently studied now that attention has been so forcibly drawn to them.

Then, Sir, inasmuch as a great majority of the members cannot meet at four o'clock in the afternoon, and remain, perhaps, in discussion until ten o'clock at night, without some opportunity for obtaining certain refreshments, I do hope that the members of the Club Committee—who, by the way, pay no rent for the rooms occupied by the club—will, on the occasion of the proposed and subsequent meetings, exercise a generous liberality towards members of the society who may not be members of the club, and permit all those who may be at the meetings in question to avail themselves of the club for the purpose of necessary refreshment, without having to leave the hall to go to the nearest coffee tavern to satisfy the cravings of nature.

The fact is the society has now a grand opportunity for presenting a united front, and for helping to remove, to some extent, that apathy which still prevails and still operates to prevent that perfect union which only needs to be once established, so as to secure that attention to the just requirements of the profession in which the interests of our clients, the public, are so materially involved.

I do most earnestly and seriously trust that these few lines, so imperfectly expressed, will come under the eyes of some of the members of the council, and that I shall not have put my pen to paper without producing some satisfactory result.

The course which should be adopted would be for the president, on Friday, the 18th inst., to state that the meeting had been called at two o'clock, in accordance with the usual practice of the society; that it would probably have to be summoned again, and that it could then meet at four, and sit as late as might be deemed expedient, and that the council would gladly *welcome* the decision of the meeting on each point of the committee's report, to be expressed by way of recommendation, and would be prepared to afford every facility to the members to express impartially their views, and that the council anxiously desired that the members generally would attend the meeting, and give expression to their sentiments, and that for the convenience of the meeting, he was authorized to state that the Club Committee were willing, during the meeting, to receive any members of the society on the same terms as if they were members of the club.

November 9. AN OLD MEMBER OF THE SOCIETY.

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It is stated that, owing to Lady Holker's delicate state of health, Sir John and Lady Holker are about to proceed to the South of France for the winter months.

It is stated that Lord Selborne is so much improved in health that his medical advisers allowed him to travel up to town on Wednesday to transact some important official business.

The Illinois Supreme Court (says the *Pacific Coast Law Journal*) has just decided that a female may be a Master in Chancery.

## CASES OF THE WEEK.

SOLICITOR—COSTS—CHARGING ORDER—"PROPERTY RECOVERED OR PRESERVED"—SOLICITORS' ACT, 1860 (23 & 24 VICT. C. 127), S. 28.—In a case of *Emden* v. *Carte*, before the Court of Appeal on the 3rd inst., a question arose as to the right of a solicitor, under section 28 of the Solicitors Act of 1860, to a charging order for costs upon "property recovered or preserved" by means of an action. The action was brought by an undischarged bankrupt claiming a large sum of money which he alleged to be due to him by way of remuneration for professional services as an architect, rendered by him to the defendant, and also damages for wrongful dismissal by the defendant, and some further relief. The services in question had been, in fact, rendered after the commencement of the bankruptcy, of which, however, the defendant was ignorant. The action was brought without the knowledge of the trustee in the bankruptcy. The writ was issued in June, 1880. On the 15th of November the defendant delivered a statement of defence, by which he denied that he was under any legal liability to the plaintiff, but at the same time said that, if he was, the largest amount to which the plaintiff could, on his own showing, be entitled was £360. And the defendant, on delivering his defence, paid the sum of £360 into court. On the 19th of November the plaintiff took out a summons, asking that the £360 might be paid out to him, and on the 24th of November the trustee, to whose knowledge the action had just come, took out a similar summons, asking that the £360 might be paid out to him. Before these summonses had been heard the trustee took out another summons, asking for an order substituting him as plaintiff in the action for the bankrupt, on the ground that the right to recover the sums claimed was vested in him and not in the bankrupt. The bankrupt resisted this application, on the ground that the claim was in respect of the proceeds of his personal labour, the right to which did not devolve on the trustee. Fry, J., held (29 W. R. 600, L. R. 17 Ch. D. 169) that the right to both the remuneration and the damages claimed was vested in the trustee, and he made an order adding the trustee as a co-plaintiff in the action. This order was afterwards affirmed by the Court of Appeal (L. R. 17 Ch. D. 768). Between the making of this order by Fry, J., and the hearing of the appeal, the solicitor who had acted for the bankrupt in the action took out a summons, asking for a declaration that he was entitled, as the solicitor employed by the bankrupt in the prosecution of the action, to a charge on the £360 for his taxed costs of or in reference to the action as such solicitor, and that the same might be taxed and paid to him out of the £360. On the hearing of this summons it was urged on the solicitor's behalf that he was entitled to the unlimited order for which he asked, and which was in fact in the very terms of section 28, and that, though the section only says that "it shall be lawful" for the court to make the order, those words are imperative in an Act relating to the establishment of a right. On taxation the taxing master would only allow proper costs. On behalf of the trustee it was contended that the effect of making an order in the unlimited form asked for would be to give the solicitor a charge on the fund in respect of the costs incurred in resisting the trustee's claim to be made a party to the action, and that this would be most unjust. But the trustee offered to consent to an order giving the solicitor a charge for his costs down to the date of the payment into court. The solicitor would not accept this offer, and thereupon Fry, J. (29 W. R. 840) dismissed his summons with costs. His lordship was of opinion that the money in court had not been "recovered or preserved" within the meaning of section 28, inasmuch as the action had been brought with the view of obtaining a payment, not to the trustee, but to the bankrupt, which would have been the actual result had not the bankrupt's summons for payment to him of the money in court been intercepted by the intervention of the trustee. The Court of Appeal (JESSEL, M.R., and BAGGALLAY, BRETT, and LINDLEY, L.JJ.) held that the £360 was "property recovered or preserved" by means of the action, and that the solicitor was entitled to a charge upon it for his taxed costs of the action down to the date of the intervention of the trustee. JESSEL, M.R., thought that Fry, J., had been misled by the argument adduced to him, that under the terms of the Act an unlimited order must be made, the result of which would be to give the present applicant a charge for all the costs whether properly or improperly incurred; in fact, a charge for the cost of resisting the trustee's claim to be made a party to the action. The Master of the Rolls, however, thought that section 28 was capable of a rational construction. Under the Judicature Act money could be paid into court by a defendant who, at the same time, denied his liability to the plaintiff altogether, and the plaintiff was entitled to take the money out, and to keep it as his own; and if there was a sum of money in court in an action, which the plaintiff had only to ask for in order to get it, surely it was his money, and it was "recovered or preserved" by the action. Then the question was whether, under section 28 of the Solicitors Act, the judge was bound to make an order simply giving the solicitor a charge on the "property recovered or preserved," which would give him a charge for all the costs of the action. The words of the section were not as clear as they might have been; but it could not have been intended that the judge should give the solicitor an unlimited charge on the property recovered or preserved. Of course it could only mean a charge on property recovered or preserved through the solicitor's instrumentality. Then for what was he to have a charge? Obviously it must be for some costs due to him, and the judge had to direct for what costs the charge was to be given. This was shown by the latter part of the section. The charge must be for the taxed costs of the solicitor. It could not mean his costs whether properly or improperly incurred. That would be making nonsense of a remedial provision. It must mean costs properly incurred, and it was the duty of the judge so to limit the order. In the present case an unlimited order would work gross injustice; it would give the bankrupt's solicitor out of the trustee's fund the costs of opposing the trustee's successful claim. But the judge ought to have given the solicitor a charge for his costs of the action up to the time when the trustee intervened. The trustee took the benefit

of the action, and ought to pay the cost of it up to that time. But, considering all the circumstances, justice would be done by giving no costs of the application in either court. BAGGALLAY, L.J., said the effect of *Berdan* v. *Greenwood* (26 W. R. 902, L. R. 3 Ex. D. 251) was that, when money was paid into court by a defendant, the plaintiff could either take it out in satisfaction of his claim, or he might take it out and go on with the action to recover a larger amount. But, in any event, even if the defendant ultimately proved that he was under no liability to the plaintiff, the plaintiff was entitled to retain the money which he had taken out. The trustee intervened in the action, and took the benefit of it; and there was no reason for depriving the solicitor who brought the action of that charge for his costs which he would have had if the trustee had not intervened. BRETT, L.J., said that *Berdan* v. *Greenwood* was really an authority for saying that money paid into court by a defendant who denied his liability *in toto* was "recovered or preserved" for the plaintiff in the action by the exertions of his solicitor. By reason of the plaintiff's bankruptcy in this case, the money went to his trustee. The trustee took the benefit of the action, and the bankrupt's solicitor ought to have a charge for his costs up to the date of the trustee's intervention. LINDLEY, L.J., expressed his opinion to the same effect.—SOLICITORS, *F. C. Tudor; J. J. Winser; Beyfus & Beyfus.*

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FRIENDLY SOCIETY—LOAN BY TRUSTEES ON UNAUTHORIZED SECURITY—RIGHT TO RECOVER FROM BORROWER—ILLEGAL TRANSACTION—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60), ss. 16, 18.—On the 5th inst., the Court of Appeal (JESSEL, M.R., and BRETT and LINDLEY, L.JJ.) reversed the decision of Fry, J., in the case of *Coltman* v. *Coltman* (29 W. R. 923, 25 SOLICITORS' JOURNAL, 779). The question was whether a loan by the trustees of a friendly society out of its funds to a person not a member of the society, on his personal security, is made by the above Act an illegal transaction, so that the trustees cannot recover the money from the borrower. Fry, J., held that the loan was illegal, and that the money could not be recovered. Section 16 of the Act authorizes the trustees of a friendly society to invest its funds, with the consent of the committee of management, in certain specified ways, and "upon any other security expressly directed by the rules of the society, not being personal security, except as hereinafter authorized with respect to loans." And section 18 provides for the making of loans to members of the society on their personal security. JESSEL, M.R., was of opinion there was nothing in the Act to make the loan illegal. It did not even expressly prohibit a loan on personal security; it merely made it a breach of trust for the trustees to make such a loan. There was nothing to make the loan *per se* illegal. His lordship was not satisfied that an express prohibition to the trustees to lend on personal security would have made the lending an illegal transaction. There would only be an appropriation of the money to the trustees' own purposes. But it was not illegal to lend the money so appropriated, or to recover it from the borrower. There being nothing illegal in the borrowing, or in the purpose to which the money was applied, his lordship was quite unable to understand how the borrower could set up the defence that he was relieved from his liability to repay the money on the ground that it belonged to a friendly society. BRETT, L.J., said that section 16 was not a prohibitory one, but an enabling one. Without it the trustees would have had no authority to lend the money of the society on any security; they required a statutory power to enable them to do it. The money was lent without authority. Did it follow that the contract was an illegal one? His lordship thought not. The borrower could not set up the want of authority to lend as a defence to an action for the money which he had agreed to repay. LINDLEY, L.J., said that the alleged illegality came to this, that the lenders of the money got it from an improper quarter. There was nothing illegal in the borrower's promissory note.—SOLICITORS, *Robinson, Preston, & Stow; Wright & Law.*

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MARRIED WOMAN—NEXT FRIEND—AUTHORITY—SOLICITOR—COSTS.—In a case of *Schjott* v. *Schjott*, before the Court of Appeal on the 4th inst., the question arose whether a defendant to an action purporting to be brought by a next friend on behalf of a married woman, was entitled to have the action dismissed on the ground that the next friend had no authority from the married woman to bring the action. The defendant alleged that the next friend had no authority; the next friend made an affidavit, in which he did not say he had authority, and no authority was proved. Bacon, V.C., held that a next friend could not be interrogated as to his authority; and that, until the married woman came forward and said that she had given no authority or someone else proved it, the case must go on. He, therefore, refused the defendant's application to dismiss the action. The point was not argued in the Court of Appeal, but the court (JESSEL, M.R., and BAGGALLAY, BRETT, and LINDLEY, L.JJ.) treated it as a matter of course that the next friend, if challenged by the defendant, was bound to prove his authority. They came to the conclusion, in the present case, that the married woman had not authorized the next friend to bring the action, and they dismissed the action, ordering that the next friend's solicitors should personally pay the costs in both courts.—SOLICITORS, *Stokes, Saunders, & Stokes; Best, Webb, & Templeton.*

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CLAIM AGAINST ESTATE OF DECEASED MAN—UNCORROBORATED EVIDENCE OF CLAIMANT.—In a case of *Stevens* v. *Morson*, before the Court of Appeal on the 4th inst., the court (JESSEL, M.R., and BAGGALLAY, BRETT, and LINDLEY, L.JJ.) dismissed an appeal from the refusal of a claim made against a testator's estate, on the ground (*inter alia*) that there was no evidence in support of the claim but that of the claimant himself. LINDLEY, L.J., said that the rule that a claim against the estate of a dead man, supported only by the uncorroborated testimony of the claimant, would not be admitted, was a sound general rule. It was not an absolute rule of law, so that a judge would be bound to direct a jury as a matter of law that they could not find for such a claim if it was supported by no other evidence. But the judge ought to warn the jury of the danger of acting on such evidence if uncorroborated. If, however, the jury refused to act on such evidence, no court would set aside their verdict; and, in the same way, the Court of Appeal would not disturb the decision of a judge who had declined to act on such evidence.—SOLICITORS, *Pyke & Minchin; Argles, Rand-Bailey, & Argles.*

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COSTS—TAXATION—INTERLOCUTORY MOTION—COPIES OF PLEADINGS—ADDITIONAL RULES OF COURT, 1875, ORD. 6, SCHEDULE—"COPIES."—In a case of *Warner* v. *Mosses*, before the Court of Appeal on the 5th inst., the question arose whether, on the taxation of the costs of an interlocutory application, the costs of copies of the pleadings for the use of counsel and the court ought to be allowed. The defendant had moved to strike out part of an affidavit filed on behalf of the plaintiff, on the ground that it was scandalous. Bacon, V.C., refused the motion, but the Court of Appeal ordered the passages in question to be struck out, and that the plaintiff should pay the costs of the application in both courts. On taxation the master refused to allow the costs of copies of the pleadings for the use of counsel, of a copy for the use of the Vice-Chancellor, and three copies for the use of the three judges of the Court of Appeal, on the ground that the rule is not to allow costs of copies of pleadings before the trial of an action. Bacon, V.C., refused to alter the decision of the taxing master. The Court of Appeal (JESSEL, M.R., BRETT and LINDLEY, L.JJ.) held that the cost of copies of the pleadings must be paid by the plaintiff. No such general rule should be laid down. On some interlocutory applications it might be essential that the court should look at the pleadings, as in the present case, in which the passages complained of would not be scandalous if they were relevant, and the court could not judge of their relevancy without carefully examining the pleadings.—SOLICITORS, *Janson, Cobb, & Pearson; J. W. Sykes.*

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COMPANY—WINDING UP—APPLICATION FOR ORDER THAT LIQUIDATOR TAKE COUNSEL'S OPINION AS TO PROCEEDING AGAINST DIRECTOR—LOCUS STANDI—BANKRUPT CONTRIBUTORY—COMPANIES ACT, 1862, s. 77.—On the 5th inst. the Court of Appeal (JESSEL, M.R., and BRETT and LINDLEY, L.JJ.) reversed the decision of Fry, J., in the case of *In re The Cape Breton Company* (25 SOLICITORS' JOURNAL, 779). The question was as to the *locus standi* to apply for an order directing the liquidator of a company in liquidation to consult counsel as to taking proceedings against one of the directors to recover moneys alleged to have been improperly received by him out of the purchase-money paid by the company for a mine which they had acquired. An order was made by Fry, J., in chambers, upon the application of a person who was on the list of contributories, that, upon the applicant depositing with the liquidator the sum of £100, the liquidator undertaking to return the same to him, or such part thereof (if any) as the judge should thereupon direct, the liquidator should forthwith proceed to lay a case before counsel, and obtain his opinion on what steps (if any) could be taken for the recovery by the liquidator from the director of the moneys in question, and what was the most expedient course to adopt for the purpose, and it was ordered that, upon counsel's opinion being obtained, the liquidator should forthwith apply to the judge for directions. An application to discharge this order was made by two persons who were creditors and contributories of the company, and who had liberty to attend the proceedings in the winding up, on the ground that the contributory who had obtained the order was a bankrupt and undischarged, and that consequently he had no interest in the matter. Fry, J., said that so long as the applicant was on the list of contributories he must be taken to have an interest, and to be entitled to make the application. Moreover, as the proceedings were to be taken at his expense, no harm could be done to anyone. The Court of Appeal said that by virtue of section 77 of the Companies Act, 1862, the trustee in the bankruptcy represented the bankrupt for all the purposes of the winding up. He had no *locus standi* to make the application, and there was no jurisdiction to make the order on his application. The order was accordingly discharged.—SOLICITORS, *Dollman & Pritchard; Harper, Broad, & Battcock; Norton, Rose, & Co.*

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COSTS—TAXATION—SHORTHAND WRITER'S NOTES OF EVIDENCE—SPECIAL DIRECTION BY COURT—ORD. 58, RR. 11, 12.—In a case of *Earl De La Warr* v. *Miles*, before the Court of Appeal on the 9th inst., a question arose as to the allowance on the taxation of the costs of a successful appellant of the costs of the notes taken by a shorthand writer of the oral evidence given on the trial before the judge of first instance. Bacon, V.C., had at the trial given judgment for the plaintiff. The defendants appealed, and the Court of Appeal (James, Brett, and Cotton, L.JJ.) allowed the appeal, and gave the appellants the general costs of the action and of the appeal. No application, however, was made to the Court of Appeal for any special direction for the allowance of the costs of copies of the shorthand notes of the evidence at the trial, and no such direction was inserted in the order. The order having been drawn up and passed and entered, but the taxation of costs not having been made, the defendants now applied for a direction to the taxing master to allow the costs of copies of the shorthand notes. The court (JESSEL, M.R., LUSH, and LINDLEY, L.JJ.), refused the application. They said that the rule was laid down by the Court of Appeal in *Ashworth* v. *Outram* (27 W. R. 93, L. R. 9 Ch. D. 483) that such costs would not be allowed unless a special direction for their allowance was given by the judge who tried the action, or by the Court of Appeal, and that rule had been consistently followed. And the application for such a direction ought to be made at the trial or the hearing of the appeal, or at any rate

before the judgment or order was passed and entered. After that had been done it became a judgment or order of the court, which the court had no power to alter except in the case of an accidental slip. JESSEL, M.R., said that any other rule would cause the greatest inconvenience. The present case showed the utility of such a rule, for, in order to determine whether shorthand notes were necessary, the court, which was now constituted entirely of judges different from those who heard the appeal, must rehear it. As a general rule (though there were exceptional and extraordinary cases) the notes of the evidence taken by the judge, and certainly when supplemented by the notes taken by counsel, were amply sufficient. A shorthand writer was not sufficiently acquainted with the facts of the case, and during the course of the trial he was often changed, and, therefore, he was very liable to make mistakes. Moreover, if he did not understand the answer of a witness, he could not, as the judge could, ask the witness to repeat it. It was impossible, therefore, to say that, as a general rule, a shorthand writer's notes were the most perfect record of the evidence. The costs of making copies of them were very great, and the copies increased the costs of counsels' briefs and also tended to the waste of the time of the court with immaterial evidence. There were no doubt some exceptional and extraordinary cases in which it was desirable that there should be shorthand notes of the evidence, and in those cases the court could give a special direction for the allowance of the costs of copies of the notes. LUSH, L.J., said that it was the duty of the junior counsel and also of the judge to take a full note of the evidence. And, if the order did not contain a direction to allow the costs of copies of shorthand notes, the taxing master had no discretion to allow those costs.—SOLICITORS, *Horne, Hunter, & Birkett; Cope & Co.*

WILL CONSTRUCTION—"CHILDREN"—LEGITIMACY—FOREIGN LAW.—In a case of *Forrestier* v. *Buddicombe*, before FRY, J., on the 4th inst., a question arose as to the construction of the word "children" in the will of a domiciled Englishman. He had given the income of a trust fund to F. for his life, and after his death the trustees were to hold the fund on trust for F.'s children. The eldest child of F. was born in France previously to the marriage of his parents, but by their subsequent marriage he became, according to the law of France, legitimated. The question was whether he was to be considered as legitimate for the purpose of taking under the will, as one of the children of F. FRY, J., held that the principle of the recent decision of the Court of Appeal in *In re Goodman's Trusts* (29 W. R. 586, L. R. 17 Ch. D. 266, 25 SOLICITORS' JOURNAL, 470), as to the construction of the word "children" in the Statute of Distributions, applied, and that the eldest child was entitled to share in the fund.—SOLICITORS, *Darley & Cumberland.*

PRACTICE—TRUSTEE RELIEF ACT—PAYMENT OUT OF COURT—MARRIED WOMAN PETITIONER—SEPARATE ESTATE—MARRIED WOMEN'S PROPERTY ACT, 1870, s. 11.—A point upon the construction of section 11 of the Married Women's Property Act, 1870 (33 & 34 Vict. c. 93), arose upon an application to Vice-Chancellor HALL in *Re Fisher's Trusts*, upon the 9th inst. A petition had been presented under the Trustee Relief Act for payment out of court of a fund, certain shares in which were claimed as separate estate by two married women, who were co-petitioners with other parties interested. Their husbands were made respondents, but they did not petition by next friends. The petition stated their alleged title, the fact of their respective marriages having taken place since August 9, 1870, and their desire that the application should be considered as made under the provisions of the Married Women's Property Act, 1870. Section 11 of that Act provides that "a married woman may maintain an action in her own name for the recovery of any wages, earnings, money, and property by the Act declared to be her separate property, or of any property belonging to her before marriage, and which her husband shall, by writing under his hand, have agreed with her shall belong to her after marriage as her separate property, and she shall have the same remedies, both civil and criminal, against all persons whomsoever for the protection and security of such wages, earnings, moneys and property, and of any chattels or other property purchased or obtained by means thereof for her own use, as if such wages, earnings, money, chattels, and property belonged to her as an unmarried woman; and in any indictment or other proceeding it shall be sufficient to allege such wages, earnings, money, chattels, and property to be her property." Some of the respondents being resident abroad, an order had been obtained for leave to serve copies of the petition out of the jurisdiction, but the registrar had refused to draw up that order, upon the ground that the married women could not properly apply to the court without next friends. Application was, therefore, now made to the court that the order for service out of the jurisdiction might be passed and entered, notwithstanding that two of the petitioners were married women without next friends. Reference was made to the foregoing section, and to *Moor* v. *Robinson* (27 W. R. 312). HALL, V.C., considered that the case was covered by the term "remedies," and gave the direction as requested.—SOLICITORS, *Woodbridge & Son.*

PRACTICE—ADDING PLAINTIFF—CONSENT—RULES OF COURT, 1875, ORD. 16, R. 13.—In a case of *Cox* v. *James*, before Chitty, J., on the 4th inst., an application was made for leave to add a new plaintiff, and a question arose as to whether the consent mentioned in ord. 16, r. 13, and required to be given before a plaintiff is added, must be in writing. CHITTY, J., was of opinion that the consent need not be in writing, and that it was sufficient if the solicitor for the existing plaintiff stated he was authorized to consent on behalf of the proposed new plaintiff, the solicitor taking the ordinary responsibility of using a person's name as a plaintiff.—SOLICITOR, *Worthington Evans.*

ASSURANCE COMPANY—TRANSFER OF BUSINESS TO ANOTHER COMPANY—ADVERTISEMENT IN GAZETTE—TIME—PETITION—HEADING.—In a case of *In re Colonial Assurance Corporation (Limited)*, before Chitty, J., on the 5th inst., a petition was presented by the society, under section 14 of the Life Assurance Companies Act, 1870, for the confirmation by the court of a transfer of its business to another company. The petition was only entitled in the matter of the Life Assurance Act and not in that of the Companies Act, 1862. Notice of the application was inserted in the *London Gazette* on the 1st inst. only, and a question was raised as to whether this was a sufficient time before the hearing of the petition. It appears that there is no time pointed out by the Act for the advertisement, and no rules have been made under the Act. Copies of the proposed deed of transfer had been forwarded to all the policyholders in the transferring company and no dissents to the proposed transfer had been received. The transferor and transferee company had both power to transfer or amalgamate with another company. CHITTY, J., confirmed the transfer, and held that the petition need not be entitled in the matter of the Companies Acts, and that the advertisement in the *Gazette* was, under the circumstances, sufficient.—SOLICITORS, *Wynne, Baxter, & Rance.*

WILL—CONSTRUCTION—GIFT TO SECOND COUSINS—FIRST COUSINS ONCE REMOVED.—In a case of *Re Bonner (deceased)*, *Tucker* v. *Good*, before Chitty, J., on the 8th inst., a question arose on the construction of the will of the testator in the cause, whether a gift to second cousins was good in favour of first cousins of the testator once removed. The testator had mentioned his second cousins in four separate parts of the will, and his residuary gift was in their favour. It appeared that the testator had no second cousins, strictly so called, either at the date of his will or at his death, but he had some first cousins once removed, whom he knew. It was contended that as there were no second cousins in whose favour the gift could apply, the property went to the next of kin. CHITTY, J., said that the testator was anxious to make a provision for his "second" cousins, and as he had no second cousins, strictly so called—*i.e.*, persons descended from the same great grandfather—it was reasonable to say that the testator was pointing to those individuals whom he knew and desired to benefit. Moreover, he thought that that view was within the authorities on the subject. As he read the case of *Re Parker* (L. R. 15 Ch. D. 528), the Master of the Rolls had held that the words had a well-defined legal meaning; but there were two exceptions, one where the context altered the meaning, and the other where there were no persons at the date of the will strictly answering the description. In that case there was a misdescription, and the court was entitled to find out what class of legatees the testator intended to describe. *Slade* v. *Forth* (9 Sim. 386) he thought also was an authority to the same effect. In the present case he thought the testator intended his first cousins once removed to take, and he should so decide.—SOLICITORS, *Combe & Wainwright; Lovell, Son, & Pitfield; Pattison, Wigg, & Co.*

PRACTICE—ATTACHMENT OF DEBT—EQUITABLE DEBT—"DEBTS OWING OR ACCRUING"—VENDOR AND PURCHASER—PURCHASE-MONEY WHEN ATTACHABLE—RULES OF COURT, 1875, ORD. 45, R. 2.—In a case of *Howell* v. *Metropolitan District Railway Company*, before Chitty, J., on the 9th inst., an important point was raised as to the effect of garnishee orders *nisi* in cases of specific performance. It appeared that certain land, the property of the plaintiff, had been taken by the railway company, and the purchase-money payable had been fixed by the verdict of a jury on November 27, 1878. A writ was subsequently issued for the specific performance of the contract, and on May 8, 1879, the usual judgment for specific performance was pronounced, and, on a good title being found, the purchase-money was ordered to be paid. The chief clerk subsequently made his certificate, certifying that a good title was found, on December 4, 1878. By the order on further consideration the purchase-money was ordered to be paid into court, and was now in court. The vendor had given several mortgages and charges on the fund, and various judgment creditors had obtained garnishee orders *nisi* under ord. 45, r. 2, at various periods subsequent to the verdict, and up to, and also after, the order on further consideration, and the payment into court. The question was now argued on an adjourned summons, to ascertain the priorities, and whether any of the garnishee orders *nisi* effected any charge on the fund in court. CHITTY, J., said the question depended on the construction to be put upon ord. 45, r. 2, and particularly on the words "debts owing or accruing." According to the authorities under the rule, and the Common Law Procedure Act, the debts must be due and accruing, and they must also be in the hands of the garnishee. As to the first point, whether there was an attachable debt at the time of the verdict, in his opinion the 49th and 50th sections of the Land Clauses Consolidation Act, 1845, only created a machinery for ascertaining the amount of purchase-money payable. It was admitted that execution for the purchase-money could not have issued, and he thought he should be misreading the sections if he said that upon verdict there was an attachable debt due from the company. It had been held that when the purchase-money was fixed by an award, there was no attachable debt, and he could see no distinction in principle between that case and where the money was fixed by a verdict. In fact, there was no debt recoverable, except on tender of the conveyance. Again, upon the issue of the writ there was no distinction, and he did not think the purchase-money could be attached. On the judgment for specific performance, the money was not payable unless a good title was shown, and although in one sense it was an equitable debt, still he did not think it could be attached under the order. On December 4, 1878, by the chief clerk's certificate it was proved that a good title had been shown, but even then the payment of the purchase-money was only conditional upon a conveyance being executed. By the order on further consideration, the conveyance was ordered to be executed, and the purchase-money was paid into court, but it was clear on the authorities that after the payment into court, the garnishee order did not affect the fund. He was therefore of opinion that at no time had there been a debt attachable under the order; the debt had never been a perfected debt, and was only payable on the execution of a conveyance. The claims of the garnishees therefore failed.—SOLICITORS, *T. A. Allingham; Aldridge, Thorn, & Morris; Valpy, Chaplin, & Peckham.*

## CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. Registrar Brougham, acting as Chief Judge.)

November 3.—*Ex parte Nicholson's Discount Company (Limited). Re Guerrier.*

A creditor by inadvertence made a proof of debt against the estate of a bankrupt without mentioning a lien which the creditor had upon certain shares, or assessing the value thereof.

Upon an application being made for that purpose, the court allowed the creditor to substitute a fresh proof setting out the shares; the creditor to pay the trustee the costs of the application.

This was an application on behalf of Nicholson's Discount Company (Limited) for an order that the company might be at liberty to rectify or amend the proof made by them, or on their behalf, against the bankrupt's estate on the 15th of September last, for the sum of £5,328 5s. 1d., by the averment therein, as part of the security held by them for their debt, of their lien upon, and crediting the value of, 100 shares of £10 each in the company, belonging to the company, and standing in the bankrupt's name in the books, or that the company might substitute in lieu of the proof already made a fresh proof against the estate, and rank as a creditor for the amount which should be due to them after the value of the shares should have been assessed and deducted in the prescribed manner.

It appeared that at the date of the adjudication the bankrupt was indebted to the company in the sum of £5,328 5s. 1d. upon bills discounted, and at the time of the discount of the bills he held 100 shares in the company, upon which, by the terms of their articles of association and certain special resolutions annexed thereto, the company had a lien.

In order that the company might be represented at the first meeting, and be then enabled to make certain inquiries and investigations with reference to the transactions between the bankrupt and other persons, the solicitors of the company prepared the form of affidavit for proof of debt, but they, being unaware that such shares were standing in the bankrupt's name, omitted any reference thereto in the proof. The managing director, on the 15th of September, made an affidavit of proof on behalf of the company for the sum of £5,328 5s. 1d. upon and in respect of the bills, and such proof was presented at the meeting.

Subsequently, according to the affidavit, the managing director discovered that he had stated in the proof that the company had no security except the bills, and in the hurry of completing such proof, the omission to mention the lien of the company on the shares or to assess the value thereof in the prescribed manner escaped his attention.

The shares had always been treated by the company as part of the security held by them for their debt, and the omission to refer to the lien was inadvertent and unintentional on the part of the managing director, and he had no authority whatever from the company to give up or abandon the lien of the company upon the shares, and the company claimed to rectify or amend their proof or to make a fresh proof in substitution for it.

*J. Linklater*, in support of the application.—A proof may be amended when there has been clearly a mistake as appears in the affidavit of Mr. Nicholson. When a creditor makes a deliberate election he will not afterwards be allowed to change his mind, but the court will grant relief in the case of a mere mistake. Unless the proof was made with the deliberate intention of abandoning the security held by the company upon the shares, relief will be granted. He cited: *Ex parte Schofield* (L. R. 12 Ch. D. 337); *Ex parte Bagshawe* (28 W. R. 403, L. R. 13 Ch. D. 304); *Ex parte Adamson* (26 W. R. 890, L. R. 8 Ch. D. 807).

*E. C. Willis* for the trustee.—The trustee desires to take the directions of the court upon the subject. Where the managing director of a company, who is aware of the existence of a security, proves a debt without due consideration, it is doubtful whether he ought to be allowed to rectify the proof. Mr. Nicholson does not suggest that he was ignorant of the fact that the company had security; he must have known it, and where the omission is due to the creditor's own *laches*, can the proof be rectified? Unless some degree of strictness be observed, grave errors in proofs of debt may be overlooked, and looseness of practice encouraged.

Mr. Registrar Brougham said the old practice with regard to proofs of debt was this—that when a creditor swore he had no security, and it afterwards turned out that he had security, he was not allowed to amend his proof. The rule was then much more stringent than now, as, under similar circumstances to the present, the creditor would not have been allowed to amend his proof. But the tendency of recent decisions was to relax that rule, and in cases of inadvertence or mistake the court would allow proofs to be amended. Here the proof was made by Mr. Nicholson as managing director of Nicholson's Discount Company. Mr. Nicholson said that after making the proof he discovered he had stated that the company had not received any satisfaction or security whatsoever except bills of exchange, and that, in the hurry of completing the proof, the omission to mention the lien of the company upon the shares had escaped his attention. That statement was not contradicted by the trustee, and Mr. Nicholson had not been cross-examined. No doubt Mr. Nicholson was to blame in not having carefully read over the proof before swearing to it. He feared, however, that creditors were often too negligent in this respect. He made the affidavit without due reflection, and now he found that the company had security. Under the circumstances, leave would be given to amend the proof or bring in a fresh one; but the company must pay the trustee's costs, as they had been occasioned by the negligence of Mr. Nicholson. If he had been ignorant of the security, costs would not have been imposed; but that was not alleged, and the order for costs would be made as a caution to creditors.

Solicitors for Nicholson's Discount Company, *Linklater & Co.*

Solicitor for the trustee, *S. Chapman.*

## SOCIETIES.

### LIVERPOOL INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

The number of members has been increased from 228 at the end of last year to 233 at this date. The barristers and others, not being members, who subscribe to the library number 35, and 42 articled clerks have been nominated by members to use the library.

*Administration of Justice.*—Members are aware that in January of this year a committee of judges and others was appointed to consider what changes might be expedient in the practice and procedure in the common law divisions in the High Court of Justice. The committee, with the hearty and courteous co-operation of the Manchester Law Association, endeavoured to secure the addition of Mr. Lowndes, who had served on the Judicature Commission to that committee, considering it highly desirable, in the interests of provincial solicitors, and especially with a view to increasing the utility of the district registries, that a country solicitor should be appointed. In this attempt the committee failed. They thereupon prepared a statement of suggested amendments to the Rules and Orders of the Judicature Acts, and recommendations for increasing the facilities for trial. Attention was also drawn to the poundage and other fees in Admiralty and Chancery as compared with fees in the other divisions of the High Court, which members will recollect was treated upon in the report of last year. This statement was laid before the Procedure Committee, and was circulated among a number of members of Parliament and law societies of the kingdom, with the request that they would memorialize to the same effect. Numerous memorials were in consequence forwarded to the judges. The report of the judges is just published, and the committee are glad to see that their efforts have been partially recognized. That report will no doubt be very closely criticised, and your committee will carefully watch the course of events, and do their utmost to further the policy which this society has for so many years consistently advocated.

*Associated Provincial Law Societies.*—A question having been raised as to the right of two or more societies, members of the association, taking separate action independently of the association, your committee thought it desirable to consider its position as a member of the Associated Provincial Law Societies, and to what extent its individual action was limited by the fact of such membership. A special sub-committee was therefore appointed to investigate the history and constitution of the association and the privileges of the constituent members. That sub-committee reported that there was nothing inconsistent with the rules of the association, or with the course which individual law societies have taken in times gone by, for two or more societies to take any action they might think desirable, without previously submitting the matter to a meeting of the association. The committee, whilst recognizing the value of the organization, was of the same opinion, and accordingly at a meeting of the members of the associated societies, held in London on the 19th of January last, the president of this society read and handed in the following resolution:—"That this society, having reason to suppose that some misapprehension exists as to the right of two or more societies belonging to the Associated Provincial Law Societies to take action without previously submitting the subject-matter of such action to the associated societies, and finding nothing in the constitution of that association to prevent such action, desires to record its opinion that any two or more law societies, being members of the Associated Provincial Law Societies, shall be at liberty, whenever that course may seem to them to be desirable, to act as they may think proper in reference to matters of professional interest, independently of and without previous communication with the association."

*Civil Assize Arrangements.*—The committee have not lost sight of this important matter. A conference, to which the Manchester, Birmingham, Leeds, Newcastle-on-Tyne, and Gateshead Law Societies were invited, and which was attended by delegates from Birmingham, Manchester, and Newcastle-on-Tyne, was held at this society's rooms, and the statement which had been prepared by this committee, recommending in certain populous centres continuous sittings of the High Court of Justice, was practically adopted. That statement was subsequently submitted to a meeting of the Associated Provincial Law Societies in London, and confirmed by them without material alteration. The statement was printed and circulated among members of this society. A sub-committee was formed to collect information, showing the necessity for the proposed scheme, and to report as to the best mode of working it out in detail. That committee, upon which Liverpool was represented, have completed their labours, and have reported that a stronger case can be made out for continuous sittings in the districts of the Hundreds of Salford and West Derby, with Manchester and Liverpool as centres, than for any other part of the country, and it therefore recommended that the law societies of Manchester and Liverpool draw up a scheme for continuous sittings in those cities. The attention of the Government during the past session of Parliament has been so much occupied with Irish affairs that the opportunity of urging upon them the granting of additional assize facilities did not occur. Copies of the resolutions have, however, been transmitted to the Lord Chancellor, the Attorney-General, and the Solicitor-General; and, on the occasion of the second reading of the Supreme Court of Judicature Acts Amendment Bill, Mr. Whitley, M.P., on the suggestion of this society, drew the attention of the House of Commons to the defective civil assize arrangements for Lancashire. A large number of members of Parliament promised to give Mr. Whitley their support. It is hoped that with a well-digested scheme, supported by the weight of all the country law societies, something may be done during the next year to facilitate the trial of causes in the country in the manner suggested by this society.

*Court of Chancery of the County Palatine of Lancaster.*—The report of last year referred to the attempt of the committee to obtain an assistant registrar in the Liverpool District Registry, and a statement is there contained of suggested changes in the staff and working of the office. At that date no success had attended their efforts. The committee, however, persevered; and at length, in compliance with the request of the committee and in consideration of a written statement explaining the urgency of the matter, the Vice-Chancellor consented to receive a deputation, and has since adopted the recommendations of this committee in almost every particular. The committee have sanguine hopes that by the valuable assistance of the Vice-Chancellor, which he has so readily and courteously given, the difficulty experienced by the profession in conducting their actions in the Chancery of Lancashire with dispatch will shortly be removed. The committee believe that solicitors will receive with great satisfaction the announcement of the desire of the Vice-Chancellor to reside within the district of the Palatine Court, and to hold fortnightly sittings in Liverpool and Manchester. The institution of chamber sittings in the district will be a great boon to suitors and the profession. Before the appointment of the present Vice-Chancellor your committee arranged a conference with the Manchester Incorporated Law Association, at which it was resolved to address the Chancellor of the Duchy and ask him to make it a condition of the appointment that the new Vice-Chancellor should reside within the County Palatine. A letter was accordingly addressed to Mr. Bright, who promised to give the matter special attention. On the appointment of Mr. Fox-Bristowe a deputation waited upon him to congratulate him upon his appointment, and reference was again made to this question, and Mr. Fox-Bristowe then courteously intimated that the views of the committee should be favourably considered. It was feared that owing to the absence of the comptroller in the month of August last, to be followed by the absence of the district registrar, inconvenience would have been found, and delays would have occurred with the progress of actions, and especially in obtaining payment of money out of court, accordingly this committee suggested to the Vice-Chancellor the desirability of appointing Mr. Ryland to transact the business of the registry while the registrar was away. This suggestion was adopted and has proved a great convenience to both solicitors and their clients.

*Court of Passage.*—In the early part of this year the committee hoped that their suggested amendments in the practice and procedure of this court might have been added to the Liverpool City Police Superannuation Bill. It was found, however, impossible to carry out this intention, and the committee did not consider that they would be justified in promoting an independent Bill for the purpose. The town clerk promised to lay before the city council the draft amendments with a view of inducing the city council to take the matter up. The committee have also directed their attention to the practice (which, they are informed, obtains to a considerable extent), in the Court of Passage, of unqualified practitioners issuing writs in the name of the plaintiff, and the assessor has been communicated with on the matter; he caused a notice to be exhibited in a conspicuous position in the registry cautioning unqualified practitioners against this practice, and stating the penalties incurred by their so doing.

*London Agents' Charges.*—Your committee have brought their report on this subject before the Associated Provincial Law Societies. It has been distributed among all the constituent societies, and the secretary of the association has obtained the opinion of most of them, which is generally favourable to some alteration of the present system. The matter is now before a special committee of the Incorporated Law Society of the United Kingdom, whose views on the subject are not yet received.

*Points of Law and Practice in Conveyancing.*—As numerous points of practice and professional etiquette frequently came before the committee for arbitrament, the committee resolved "that the Conveyancing Sub-committee should from time to time appoint three of their number to decide (free of charge) upon the matters which might be submitted to them by solicitors for their opinion." The Conveyancing Sub-committee appointed Mr. Harvey, Mr. Jevons, and Mr. Thornley as the first referees, and several cases have been brought before and been decided by them. The committee hope that solicitors will avail themselves of the facility thus afforded of a speedy and inexpensive mode of settling questions upon which they cannot mutually agree. Matters in dispute can be brought before the referees in the form of a written case, or, if preferred, arrangements will be made so that the contending solicitors may appear before the arbitrators and argue *viva voce* the points in difference. The referees' opinion is generally obtained on the day following that on which the case is submitted. All communications should be addressed to the honorary secretary.

*Professional Misconduct.*—The committee unfortunately have had to deal, during the past year, with several cases under this head. In one instance the offending solicitor was suspended for twelve months, and in another for three years. The committee decide upon the facts submitted to them whether a *primâ facie* case is established, and, if so, they remit the papers to the Incorporated Law Society of the United Kingdom for the purpose of being laid before counsel.

*Saffron Walden Benefit Building Society* v. *Rayner.*—This decision, which is of so great importance to the profession, called for the adoption of some uniform system in serving trustees and prior incumbrancers with notices. The committee accordingly recommended to the members of this society that the solicitor to trustees or mortgagees should be employed to obtain his client's personal acceptance of service at a fee of 6s. 8d. for each trustee or other person to whom the notice was to be given, the solicitor giving the notice to provide a copy for each trustee, &c., a copy for the solicitor, and a copy to retain, and this recommendation was printed and circulated among members.

*The Bankruptcy Bill.*—This Bill, which marked a new departure from the principles adopted in the various proposals of the last few years to amend the law and practice of bankruptcy, received the earnest consideration of the committee. The committee on the whole considered the measure a good one; but for reasons which have been already put forth in their special report circulated among the members, they objected to certain clauses, and especially to the provision of the Bill which required every debtor to be adjudicated bankrupt. The efforts of the committee were principally directed to obtain the insertion in the Bill of clauses to provide for the arrangement of a debtor's affairs in certain cases by deeds. The matter was brought forward by the committee at a meeting of the Associated Provincial Law Societies, but, as there was considerable difference of opinion among the societies there assembled, no resolution was then passed on the subject, but it was left to each society to bring the matter before the President of the Board of Trade if they thought fit. Many of the resolutions of this society were, however, adopted, and ultimately the Bill and this society's report (*inter alia*) were referred to a sub-committee of representatives of the Manchester, Liverpool, Birmingham, Leeds, Hull, and Newcastle societies to consider and report upon. Mr. Lowndes and Mr. Morton attended that committee as the delegates from this society. A very elaborate report was presented, which was adopted at another meeting of the associated societies held in June last in London. In the meantime the president of this society having addressed a letter to Mr. Chamberlain specially on the question of deeds of arrangement and as to whether it was intended in connection with the working of the proposed new system to form a new department of the Board of Trade under the control of a legal secretary, practically familiar with the law and practice of bankruptcy. He requested that a deputation should be sent to him, which accordingly waited upon him. Mr. Chamberlain promised to consider a clause to suspend the adjudication in bankruptcy until after the first meeting of creditors, in cases where it appeared to the court that it was to the interest of creditors to do so, or when the assets might be imperilled; and also as to the establishment of a special department of the Board of Trade to carry out the provisions of the Act. A clause was drafted, and, at Mr. Chamberlain's request, submitted to him. Shortly afterwards the Bill was withdrawn from the House of Commons owing to pressure of business; but as a measure is certain to be introduced next year, the committee hope that it may contain the modifications suggested by them. At the meeting of the Associated Provincial Law Societies above referred to, held in June last, the delegates from this society reported the result of their communication with Mr. Chamberlain, and it was thereupon resolved that the association should adopt the suggestions of the Liverpool Law Society and support their amendments. The honorary secretaries were accordingly instructed to communicate with the President of the Board of Trade on the matter. This committee has also been in communication with the Liverpool Chamber of Commerce on the subject of this Bill, and deputations have attended meetings of that body to discuss its provisions.

*Conveyancing and Law of Property Act.*—To the surprise of the profession at large, the Conveyancing and Law of Property Bill, 1881, which was introduced by Earl Cairns in the House of Lords (and which was in most respects a repetition of the Bill of 1880), after being referred to and passing under the consideration of a Select Committee of the House of Commons, became law. The Bill was carefully considered by the committee, and their report is already in the hands of members. A copy of the report of the committee was forwarded to Mr. Whitley, M.P., who was one of the Select Committee appointed by the House of Commons, and the committee are glad to state that the 5th section of the Bill (as to dispensing under certain circumstances with the investigation of titles), to which, in the committee's opinion, there was the strongest objection, has been altogether omitted from the Act. It is needless for the committee here to repeat those objections, as their action, in conjunction with that of other societies, has been successful in obtaining the desired object. The committee cannot but regret that (in consequence, no doubt, of the general feeling that the Government would prefer themselves dealing with important alterations in the law and practice of conveyancing, and that the Bill would not become law) the Bill was not more carefully considered by the profession throughout the country generally. The Act is of a long and exhaustive nature, dealing with a great variety of subjects, and the committee recommend its provisions to the careful personal consideration of each member.

*Copyhold Enfranchisement.*—This Bill, which contained many excellent proposals for effecting a speedy sweeping away of a cumbrous and troublesome tenure, was carefully considered and reported on by the committee, who have circulated their report on the Bill in the usual manner. Unfortunately, the state of business in the House of Commons prevented its becoming law, but it is to be hoped that it may be re-introduced during the next session of Parliament with greater success.

*Customs and Inland Revenue Act.*—Section 28 of this Bill provided that the probate stamp should be placed on the affidavit of the person applying for probate instead of on the probate. The committee considered this undesirable, inasmuch as the probate would not thereby show the amount of stamp duty paid; and further, that the affidavit is a document of a character frequently requiring alterations and re-engrossment after being sworn, and the inconvenience in obtaining repayment of the amount of the spoiled stamp would be great, and the amount would only then be refunded in stamps. The president of this society and Mr. Rathbone, M.P., saw Lord Frederick Cavendish, M.P., and Mr. Algernon West, the deputy-chairman of the Inland Revenue Commissioners, on the matter. Some opposition was raised to the proposals of this committee, and a considerable correspondence ensued with the authorities at Somerset House and this committee. As it appeared impossible to get any change made in the section, the committee directed its efforts to obtain facilities for the immediate return of stamp duty on a spoiled affidavit in cash. No definite reply has yet been received, but Mr. Algernon West has written that the Board of Inland Revenue are considering what regulations can be promulgated and what facilities afforded in the sense of the suggestions of this committee.

*Solicitors' Remuneration Act.*—This Bill, which is perhaps more important to solicitors, and affects their interests more than any Bill which has been

introduced during the past ten years, was again brought forward by Earl Cairns. It differs somewhat from the Bill of the session of 1880, the promoters having adopted some of the suggestions of this society made in that year. The committee's report on the Bill is already in the hands of members, and it is not therefore necessary to detail its provisions here, but simply to relate the result of the efforts promised to be made by such report. The committee thought it desirable in the interests of provincial solicitors that the president of a provincial incorporated law society should form one of the body authorized to make general orders regulating the remuneration of solicitors in conveyancing and other non-contentious business. It would exceed the limit which can be allotted to the subject in this report to state in detail the proceedings of the committee to effect this object; suffice it to say that, after encountering formidable difficulties of various and in some respects of unexpected kinds, the committee has succeeded in introducing into the Act an amendment, which is to the effect that the Lord Chancellor for the time being may nominate, from time to time, the president of one of the provincial law societies to serve during the term of his office as one of the body appointed to regulate the scales of costs. The committee congratulate the country solicitors upon having thus secured a direct voice on the council in question, and also upon the recognition by Parliament for the first time of the existence of provincial law societies: this is some proof of their increasing usefulness and influence.

*Supreme Court of Judicature Acts Amendment Act.*—This very important measure, which was introduced at a late hour, scarcely received the attention from the law societies of the country that it deserved. The committee were strongly opposed to the proposal of the Bill that two judges should be selected from amongst the judges of first instance to sit in the Court of Appeal. The committee also thought that the present was the opportunity to enact that the judges of the Court of Appeal ought to be relieved from the necessity of going circuit. A meeting of this committee and of the committee of the Incorporated Law Association of Manchester was held, at which resolutions to the above effect were passed, and copies were sent to the Lord Chancellor and Earl Cairns, with an intimation that the two societies desired to communicate further with their lordships as to the civil assize arrangements, and to send a deputation. The Lord Chancellor declined to see the deputation on the latter subject, inasmuch, as he submitted, it went beyond the scope of any legislation which the Government could undertake at that period of the session with any prospect of success, but his lordship promised to consider the resolutions submitted to him. As members are doubtless aware, the Bill was considerably modified, and that part which was objected to by the second of this society's resolutions was eliminated. In common with a large number of other societies, the committee petitioned Parliament with reference to clause 24, which proposed to throw open the office of district registrar to barristers as well as solicitors. The committee communicated with several members of Parliament, and ultimately the clause was amended in the terms of the petition.

# LAW STUDENTS' JOURNAL.

## COUNCIL OF LEGAL EDUCATION.

### Michaelmas Examination, 1881.

General Examination of Students of the Inns of Court, held at Lincoln's-inn Hall, on the 18th, 19th, 20th, and 21st of October, 1881.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—

Arratoon Thomas Apcar, Robert John Bealey, Edgar Brierley, Leonard Syer Bristowe, Johan Frederick Caroe, Henry Cornish, Cecil Henry Cranstoun Machell Cowper, William Feilden Craies, Frederick Henry De Vos, Ernest Crawshaw Elgood, Frederick Branström Fletcher, Charles Gurdon, William Hiddingh, Walter Moore Hodgkinson, Frederick Willoughby Jones, Edalji Jamsetji Khory, Clement Hemery Lindon, Arthur Hubert Pearson, John Suckling Pritchett, Walter John Deacon Radcliffe, Alfred Standring, and Frederick John Francis Wootton-Isaacson, of the Inner Temple; Charles Francis Barrow, David Fowler Burton, Alfred Crooke, Thomas Hedley, Thomas Morgan Joseph, Frederick Reid Scott Kemp, Edward George Macleod, Joseph Sidney Merton, John O'Connor Power, Thomas Crossley Rayner, Edmund Theodore Roberts, Sydney Charles Tolley, and Arthur Thomas Winn, of the Middle Temple; Thomas Barclay, Samuel Theophilus Genn Downing, Francis Henry Lancelot Errington, Charles Edward Grainger, Howard Hodgkin, Kai Ho, Arthur Moss Lawrence, Alan Macpherson, James McMullen Rigg, George John Cayley Smith, and George William Tallents, of Lincoln's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—

John Emmott Barlow, Ernest Maris Berger, Richard Newdigate Blandy, Charles Herbert Brown, William Moore Cann, William Nevill Montgomery Geary, Thomas Wentworth Grant, Thomas Tylston Greg, John Leonard Heddon, Thomas Frederick Hobson, William Trench Kirkpatrick, Coldham Cramp Knight, Herman William Loehnis, Arthur John Matthews, William Hepworth Mercer, William Stevenson Meyer, Harry Courthope Monroe, John Farrell Lavington Payne, Charles Watson Powell, Richard Bethell Allen Prichard, William Radcliffe, Charles Arthur Reeve, John Sanders Slater, Charles Giesler Thomas, Henry Francis Herbert Thompson, William Henry Trollope, Henry Bernard Isaac Vels, Robert Stuart Ancher Warner, Charles Arnold White, Robert Henry Walter Woodward, William Leonard Wrenford, and John Kirkpatrick Young, of the Inner Temple; Sidney Allen, William Ebenezer, Anthonyson, Jitendra Nath Bandyopadyay, William MacGeough Bond, Herbert Morris Bower, William Clark, Charles Vandeleur Creagh, Charles Shortt Dicken, Leonard Dunning, Thomas Brown Kirkham, Ernest Lloyd, David Norman McNaughton, Henry John Manning, Andrew Agnew Stuart Menteath, Mohomed Rafique, Percy Read, Algernon Haskett Smith, and Gerald Osmond Vaughan, of the Middle Temple; Ernest Agnew, Thomas Atkinson Argles, Chunder Nath Banerjei, Eugine Emmanuel Coryat, Arthur Dudley Parr Dudley, George Waylat Ellis, Arthur George Ferard, Francis Peter Gervais, Dhiray Krishna Ghose, Thomas Henry Boileau Graham, George Montague Merivale, George Henry Norris, James Henry Renton, and William Robert Sheldon, of Lincoln's-inn; George Lawlie Fagan, and Courthray Cracroft Spurrell Fooks, of Gray's-inn, Esqs.

By Order of the Council,
(Signed) S. H. Walpole, Chairman.

Council Chamber, Lincoln's-inn, November 1.

## LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held on Tuesday, the 8th inst., Mr. E. G. Spiers being in the chair. Mr. E. Hepburn was elected a member. The question appointed for discussion was: "Are the Conveyancing and Law of Property Act, 1881, and the Solicitors' Remuneration Act, 1881, satisfactory reforms?" Mr. Indermaur opened the debate expressing disapproval of both Acts. A discussion followed in which Messrs. Fox, Richardson, H. F. Brown, Napier, Bartlett, Rhys, Lemon, F. J. Green, Collier, and Kirk took part. The expression of opinion was generally in favour of the first-mentioned Act though somewhat divided as to the latter. A separate vote having been taken in respect of each of the Acts, the question was answered in the affirmative by large majorities in each case. There were upwards of forty members present.

## BIRMINGHAM LAW STUDENTS' SOCIETY.

The 695th ordinary meeting of the Birmingham Law Students' Society was held in the Law Library, Bennett's-hill, Birmingham, on Tuesday, the 8th day of November, 1881, C. H. Edwards, Esq., in the chair. A hearty vote of thanks was passed to Edwin Parry, Esq., registrar of the Birmingham County Court, for his gift of books, to the value of £10 10s., to the society's library. On the proposition of Mr. G. Huggins, seconded by Mr. W. S. Rogers, the following resolution was carried: "That this society desires to express its deep sympathy with the family of the late Mr. Joshua Williams, Q.C., and to record its admiration of his high personal qualities and rare learning, and its regret at the death of one who, in the year 1874, honoured this society by accepting the office of president, and who has done more than any other writer of the century for the benefit of the law students of the United Kingdom." The moot point for discussion was as follows: "B., being indebted in the sum of £50 to A., makes his will, whereby he gives A. a legacy of £50, and directs that all his debts shall be paid. At the time of his death A.'s debt is still unsatisfied. Can A. have both debt and legacy?" The speakers on the affirmative side were Messrs. G. Huggins, Robinson, Lynes, Restall, and Davis: Messrs. W. H. Barber, G. T. Edwards, and Coley argued for the negative. The opening speakers on either side having replied, the chairman summed up, and put the question to the meeting, when the question was decided in the affirmative by a majority of two. A vote of thanks to the chairman concluded the meeting.

# OBITUARY.

## THE RIGHT HON. WILLIAM NATHANIEL MASSEY, M.P.

The Right Hon. William Nathaniel Massey, barrister, M.P., died at 71, Chester-square, on the 25th ult. Mr. Massey was born in 1809. He was called to the bar at the Inner Temple in Hilary Term, 1844, and he practised for several years on the Western Circuit, and at the Hampshire, Portsmouth, and Southampton Sessions. He had a fair criminal practice, and he was for several years recorder of the borough of Portsmouth. He was M.P. for Newport in the Liberal interest from 1852 till 1857, when he was returned for Salford, and he was Under-Secretary of State for the Home Department from 1855 till the retirement of Lord Palmerston's first Ministry in 1858. In June, 1859, he became Chairman of Committees in the House of Commons, and he held that office till February, 1865, when he was appointed Financial Member of the Council of the Governor-General of India, and was also sworn a member of the Privy Council. He returned from India in 1868, in which year he unsuccessfully contested Liverpool. In November, 1872, he was elected M.P. for Tiverton, and he retained the seat until his death. Mr. Massey was known as the author of a "History of England During the Reign of George III." He belonged to the Whig section of the Liberal party, but he had not recently taken much part in parliamentary debates. He had been for several years chairman of the National Bank. Mr. Massey had been twice married. His son, Mr. Charles Carleton Massey, was called to the bar at Lincoln's-inn in Hilary Term, 1863, and is a member of the Western Circuit. Mr. Massey was buried at Kensal Green Cemetery on the 29th ult.

## MR. CHARLES MARGETTS.

Mr. Charles Margetts, solicitor and notary, of Huntingdon, died on the 15th ult., in his eighty-sixth year. Mr. Margetts was born in 1796, and was admitted a solicitor in 1818. He had practised for over sixty years at Huntingdon, having been for a long time in partnership with his son Mr. Charles Berkeley Margetts, who was admitted a solicitor in 1862. He was a perpetual commissioner for Huntingdonshire and a notary public, and he had a very extensive private practice. He was at the time of his death deputy-registrar of the archdeaconry of Huntingdon, and he had previously many other important appointments. He was judge of the old local court for the

liberty of Huntingdon, on the abolition of which, by the passing of the first County Courts Act, he became registrar of the Huntingdon County Court (Circuit No. 35), and he held the office till 1867, when he was succeeded by his son. He was also for many years coroner for the hundred of Huntingstone, and clerk to the Huntingstone Burial Board, and he had been several times under-sheriff for Cambridgeshire and Huntingdonshire. Mr. Margetts was a Conservative, and had taken an active part in municipal business. He was for several years a member of the Huntingdon Town Council, and he had served the office of mayor.

### MR. CHARLES WELLBORNE.

Mr. Charles Wellborne, solicitor, of 17, Duke-street, Southwark, died at Herne Bay on September 16, having been for many months in failing health. Mr. Wellborne was born in 1816. He had practised for over forty years within the borough of Southwark, and he had a large local practice in the South of London. He was formerly clerk to St. Olave's Board of Guardians, and since his retirement from that post he had retained the position of solicitor to the board. He was also for many years superintendent registrar for the St. Olave's district. Mr. Wellborne was also for many years a member of the St. Olave's Vestry, and a representative of the parish at the St. Olave's District Board of Works. His son, Mr. Charles Evelyn Wellborne, was associated in partnership with him. He had been for many years a member of the Court of Assistants of the Clockmakers' Company, and at the time of his death he was serving the office of master of the company for the second time. Mr. Wellborne was buried at Norwood Cemetery on September 21.

### MR. EDWIN TYRRELL HURLSTONE.

Mr. Edwin Tyrrell Hurlstone died suddenly at his lodgings in Thanet-place, Temple, on September 29, at the age of seventy-five. Mr. Hurlstone was born in 1806 and was called to the bar at the Inner Temple in Hilary Term, 1834. He was a member of the South-Eastern Circuit, and was known for many years as a reporter in the Court of Exchequer. He was one of the compilers of the series of "Exchequer Reports," which were continued by him in conjunction, first with the late Mr. Justice Norman, of the Bengal High Court, and afterwards with Mr. F. J. Coltman. Mr. Hurlstone was appointed a revising barrister a few years ago, and at the time of his death he was engaged in the revision of the list of voters for Hertfordshire. He had frequently suffered from epileptic fits, but a *post mortem* examination showed that his death had been caused by rupture of the heart.

### MR. JAMES WILBERFORCE STEPHEN.

Mr. James Wilberforce Stephen, second puisne judge of the Supreme Court of the colony of Victoria, died at Melbourne on the 14th of August. He had suffered for a long time from illness, but his death was rather sudden. Mr. Justice Stephen was the son of the late Sir George Stephen, Q.C., of the Victoria bar, and cousin of Sir James Fitzjames Stephen, K.C.S.I. He was formerly fellow of St. John's College, Cambridge, where he graduated as fourth wrangler in 1844, and he was called to the bar at Lincoln's-inn in Hilary Term, 1849. He shortly afterwards went to Australia, and was called to the bar at Melbourne, where he had for many years a good equity practice. He was formerly a member of the Legislative Assembly, and he was for a short time Attorney-General for the colony. In 1878 he was appointed a puisne judge of the Supreme Court. Mr. Justice Stephen was an able lawyer, and was very highly esteemed at Melbourne and throughout the colony.

### MR. WILLIAM EASTLAKE.

Mr. William Eastlake, solicitor, died at Plymouth on the 12th ult. Mr. Eastlake was the son of Mr. George Eastlake, solicitor, of Plymouth, and was born in 1821. He was educated at Repton School, and was admitted a solicitor in 1844, having been articled to his father, with whom he was for several years in partnership. He had practised for nearly thirty years at Plymouth, and during a great portion of that time he had been agent for the Admiralty at Plymouth, and Deputy Judge-Advocate of the Fleet. He had conducted many important prosecutions for the Admiralty, and had taken part in many naval courts-martial, though he was prevented by ill-health from attending the recent inquiry into the loss of *The Doterel*. Mr. Eastlake was a nephew of the late Sir Charles Eastlake, R.A., and was himself an accomplished artist, several of his water colour-sketches having been exhibited in London. He took a warm interest in the subject of artistic education, and in the management of the local school of art. Mr. Eastlake leaves a widow and a large family.

### MR. JOHN HURRELL.

Mr. John Hurrell, barrister, died at his residence, Gwynne House, North Brixton, on the 15th ult., after a very short illness. Mr. Hurrell was called to the bar at the Middle Temple in Easter Term, 1840, and had practised for over forty years on the Home (and South-Eastern) Circuit, and at the Surrey Sessions. He was one of the prosecuting counsel for the Post Office on the South-Eastern Circuit, and had been for many years revising barrister for the borough of Southwark, and for the eastern division of the county of Surrey. He had only partly completed the county revision when he was attacked with the illness from which he died. Mr. Arbuthnot, the revising barrister for Mid-Surrey, before commencing the revision of the lists at Wandsworth on Monday, the 17th ult., expressed his sorrow at the death of his colleague, and alluded to the ability with which the latter had discharged his duties as a revising barrister.

### MR. JOHN BREWER.

Mr. John Brewer, solicitor (of the firm of Rose, Norton, & Brewer), of 6, Victoria-street, and 24, Coleman-street, died at his residence at Clapham on the 6th inst., after a few weeks' illness. Mr. Brewer was born in 1822. He was for several years engaged in the office of Messrs. Baxter, Rose, & Norton, with whom he served his articles, and he was admitted a solicitor in 1871. Two or three years later he went into partnership with Messrs. Philip Frederick Rose, George Alfred St. Croix Rose, Henry Elland Norton, and Henry T. Norton, and he had ever since practised at 6, Victoria-street, Westminster, the firm having also a city office at 24, Coleman-street. Mr. Brewer had large experience in railway business, and for many years the legal affairs of the London, Brighton, and South Coast Railway Company had been under his direction. He represented the company at the inquest and the preliminary inquiry before the magistrates as to the murder of Mr. Gold. It may also be remembered that he was an attesting witness to the will of Lord Beaconsfield.

### LORD CURRIEHILL.

Mr. John Marshall, Lord Currichill, one of the judges of the Court of Session in Scotland, died at Currichill, near Edinburgh, on the 5th inst., at the age of fifty-four. Lord Currichill was the son of Mr. John Marshall, and was for many years a judge of the Court of Session in Scotland, with the title of Lord Currichill. He was born in 1827, and was educated at the University of Edinburgh. He was admitted a member of the Faculty of Advocates in Scotland in 1851, and he enjoyed a good practice for many years, being considered a high authority on all questions of conveyancing and feudal law. In 1875, on the death of Lord Benholme, he was appointed a Lord Ordinary, and assumed (like his father) the honorary title of Lord Currichill. He had within the last few months succeeded the late Lord Gifford as a member of the Second Division of the Court of Session. Lord Currichill was assessor of the University Court at Edinburgh. He had for several months been in bad health, and had visited the Continent for change of air. The deceased was unmarried.

## LEGAL APPOINTMENTS.

Sir WILLIAM REYNELL ANSON, Bart., has been elected Warden of All Souls College, Oxford. Sir W. Anson is the eldest son of the late Sir John William Anson. He was born in 1843, and succeeded his father in the baronetcy in 1873. He was educated at Eton and at Balliol College, Oxford, where he graduated first class in *literæ humaniores* in 1866, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Michaelmas Term, 1869, and he is a member of the South-Eastern Circuit. Sir W. Anson was, in 1874, elected Vinerian Reader in Common Law.

Mr. HENRY GEORGE ALLEN, Q.C., M.P., and Mr. RICHARD EVERARD WEBSTER, Q.C., have been elected Benchers of Lincoln's-inn.

The Right Hon. THOMAS O'HAGAN, Lord O'Hagan, late Lord High Chancellor of Ireland, has been created a Knight of the Order of St. Patrick. Lord O'Hagan is the eldest son of Mr. Edward O'Hagan, of Belfast, and was born in 1812. He was called to the bar at Dublin in 1836, and he was Solicitor-General in Ireland from 1860 till 1861, and Attorney-General from 1865, when he was appointed a puisne judge of the Court of Common Pleas and a member of the Irish Privy Council. He was M.P. for Tralee in the Liberal interest from 1863 till 1865, and in December, 1868, on the formation of Mr. Gladstone's first Ministry, he was appointed Lord Chancellor for Ireland, being the first Roman Catholic who had ever held that office. He retired with his party in 1874, but was re-appointed in April, 1880, and held the Great Seal of Ireland until within the last few days. In 1870 he was raised to the peerage with the title of Baron O'Hagan.

Mr. WILLIAM MOORE JOHNSON, Q.C., M.P., Solicitor-General for Ireland, succeeds the Right Hon. Hugh Law, as Attorney-General. Mr. Johnson is the son of the Rev. William Johnson, and was born in 1828. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1853. He was created a Queen's Counsel in 1872, and he was Law Adviser to the Lord-Lieutenant of Ireland from 1872 till 1874. He was elected M.P. for Mallow in the Liberal interest in April, 1874, and he was shortly afterwards appointed Solicitor-General.

Mr. ANDREW MARSHALL PORTER, Q.C., succeeds Mr. Johnson as Solicitor-General for Ireland. Mr. Porter was called to the bar in Ireland in 1860, and he practises on the North-East Circuit. He became a Queen's Counsel in 1872.

### LEGAL MAYORS.

Mr. JOHN GEORGE LAURENCE BULLEID, of Glastonbury, has been elected Mayor of that borough for the fifth time. Mr. Bulleid was admitted a solicitor in 1848, and is one of the borough aldermen.

Mr. ROBERT GEORGE RAPER, solicitor and notary, of Chichester, has been elected Mayor of that city for the seventh time. Mr. Raper is deputy registrar of the diocese and archdeaconery of chichester, district probate registrar, clerk to the Commissioners of Taxes, and lecturer on Ecclesiastical Law at the Chichester Theological College. He was admitted a solicitor in 1850, and is in partnership with Mr. William Bennett Barton Freeland, clerk to the county magistrates.

Mr. WILLIAM SHENTON, solicitor (of the firm of Adams, Moberley, Shenton, & Faithfull), of Winchester and Alresford, has been elected

Mayor of the City of Winchester for the ensuing year. Mr. Shenton was admitted a solicitor in 1869.

Mr. RICHARD DEACON, solicitor, of Wallingford, has been elected Mayor of that borough for the third time. Mr. Deacon was admitted a solicitor in 1829.

Mr. THOMAS LLANWARNE, solicitor, of Hereford, has been elected Mayor of that city for the ensuing year. Mr. Llanwarne was admitted a solicitor in 1859. He is a magistrate for the borough, and clerk to the county magistrates.

Mr. REGINALD ALDRIDGE, solicitor, of Poole, Swanage, Bournemouth, and Parkstone, has been elected Mayor of the Borough of Poole for the ensuing year. Mr. Aldridge was admitted a solicitor in 1867.

Mr. JOHN LEAK, solicitor (of the firm of Leak, Till, & Stephenson), of Hull, has been re-elected Mayor of the Borough of Kingston-upon-Hull for the ensuing year. Mr. Leak was admitted a solicitor in 1853.

Mr. WYNNE EDWIN BAXTER, solicitor (of the firm of Wynne-Baxter, & Rance), of 9, Lawrence Pountney-hill, and of Lewes, has been elected as the first Mayor of the newly-incorporated Borough of Lewes. Mr. Baxter was admitted a solicitor in 1867, and he is in partnership with Mr. Henry William Henniker Rance, LL.D. He is coroner for East Sussex, clerk to the Farriers' and Gold and Silver Wire Drawers' Company, solicitor to the Shipwrights' Company, and he has served the office of under-sheriff of London and Middlesex.

## DISSOLUTION OF PARTNERSHIP.

GEORGE COTTRELL and CHARLES ALBERT CARTER (Cottrell & Carter), solicitors, Walsall. Nov. 3. [*Gazette*, Nov. 8, 1881.]

# COMPANIES.

## WINDING-UP NOTICES.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-AMERICAN CATTLE COMPANY, LIMITED.—Petition for winding up presented Nov 2, directed to be heard before Chitty, J, on Nov 12. Heritage and Co, Clement's lane, solicitors for the petitioner

INDUSTRIAL BANK, LIMITED.—By an order made by Cave, J, dated Nov 2, it was ordered that the above bank be wound up. Beall and Co, Queen Victoria st, solicitors for the petitioner

PENARTH, SULLY, AND BARRY RAILWAY COMPANY.—Fry, J, has, by an order, dated Aug 1, appointed Horace Woodburn Kirby, 4, Coleman st, to be official liquidator

WERAL ELIZABETH, LIMITED.—Cave, J, has, by an order, dated Aug 17, appointed James Cooper, of Coleman st bldgs, to be official liquidator [*Gazette*, Nov. 4.]

ALFRETON AERATED WATER COMPANY, LIMITED.—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to William Watson, Alfreton, Accountant. Friday, Dec 16, at 11, is appointed for hearing and adjudicating upon the debts and claims

ALYN BANK COAL AND CANNEL COMPANY, LIMITED.—Petition for winding up, presented Nov 7, directed to be heard before Hall, V.C., on Nov 18. Hamlin and Grammer, Staple inn, agents for Cartwright, Chester, solicitor for the petitioners

CAMBRIAN MINING COMPANY, LIMITED.—Petition for winding up, presented Nov 3, directed to be heard before Hall, V.C., on Nov 18. Linklater and Co, Walbrook, solicitors for the petitioner

G. H. FLOOD & COMPANY, LIMITED.—Petition for winding up, presented Nov 1, directed to be heard before Fry, J, on Nov 18. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

PHŒNIX CHEMICAL WORKS, LIMITED.—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts and claims, to James Wood Sully, Queen Victoria st. Tuesday, Dec 20, at 11, is appointed for hearing and adjudicating upon the debts and claims

PHOTO CERAMIC COLOURING COMPANY, LIMITED.—Petition for winding up, presented Nov 2, directed to be heard before Hall, V.C., on Nov 18. Gibney, Queen st pl, solicitor for the petitioner

WRITCHURCH AND ELLESMERE BANKING COMPANY, LIMITED.—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts and claims to Samuel Whaley. Monday, Dec 19 at 12, is appointed for hearing and adjudicating upon the debts and claims [*Gazette*, Nov. 8.]

COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

GUARDIAN PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Nov 3, directed to be heard before Bristowe, V.C., on Nov 14 at 21, Old sq, Lincoln's inn. Boote and Edgar, Manchester, solicitors for the petitioner [*Gazette*, Nov. 4.]

BLACKBURN AND DISTRICT BENEFIT BUILDING SOCIETY.—By an order made by the Vice-Chancellor, dated Tuesday, Oct 25, it was ordered that the society be wound up, and the court did appoint Henry Edge, Tacketts st, Blackburn, and Thomas Hayes Sheen, North John st, Liverpool, official liquidators. Etty, Liverpool, solicitor for the petitioners [*Gazette*, Nov 8.]

### FRIENDLY SOCIETIES DISSOLVED.

DUKE OF BEAUFORT LODGE ODD FELLOWS' FRIENDLY SOCIETY, Odd Fellows' Hall, Fishponds, Stapleton, Gloucester. Nov 4 [*Gazette*, Nov 8.]

At the Stock and Share Auction Company's sale, held on the 4th inst., at Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Monkstown Manganese Mine, £2 fully paid, 20s.; Confederate States of America Dollar Bonds, 1¼ dols. per cent.; Indian, Kingston, and Sandhurst Gold Mine, £1 shares, 8s. 6d.; Neuchatel Asphalte Company Ordinary Shares, 17s.; Didcot, Newbury, and Southampton Junction Railway, £2 paid, Five per Cent. Preference Shares, 37s. 6d.; Junior Army and Navy Shares, £1 shares, 15s.; Date Coffee Company, £1 shares, £3 1s.; Pioneer Mines, £1 shares, 20s.; Great Southern Mysore Gold Mine, £1 shares, 10s.; Rio Tinto Shares, 26½; Great Western Railway, 133½; Philadelphia and Reading Deferred, 1 dol. premium. On the 8th inst. the following were amongst the prices obtained:—Standard Fire Insurance, £10 shares, £2 10s. paid, £1 17s. 6d.; Royal Aquarium, £5 preference shares, £4 11s. 3d.; Ystwith Lead Mine Shares, £1 fully paid, 15s.; Central Wynaad Gold Mine Shares, 10s. paid, 12s. 6d.; House Property and Investment Company, £25 shares, £38 15s.; United Horse Nail, £1 shares, 11s.; Coffee Taverns Company, £1 shares, 8s.; Philadelphia and Reading Deferred, ½ dol. premium; Consols, Caledonian Rails, and Confederate Dollar Bonds were dealt in at market prices.

# NEW ORDERS, &c.

## TRANSFER OF CAUSES.

The several causes and matters set forth in the first schedule hereto are to be transferred from Mr. Justice Chitty to the Vice-Chancellor Sir James Bacon, and the causes set forth in the second schedule hereto, being some of the causes already transferred for the purpose only of trial or hearing to Mr. Justice Kay, are to be for all other purposes transferred to Vice-Chancellor Sir James Bacon.

### FIRST SCHEDULE.

Mostyn v Lancaster 1880 M 3,152
Taylor v Mostyn 1881 T 77
In re Werderman's Electric Light Patent
The Great Western Ry Co v The Metropolitan Ry Co 1880 G 1,004
In re the Western District Bank ld & Co's Acts
Herring v The Erie Ry Co 1879 H 394
Herring v The Erie Ry Co 1880 H 43
Carroway v Briscomb 1880 C 2,831
Snowdon v. Richardson 1880 S 0,385
Taylor v. Peel 1879 T 63
Mackintosh v. Chambers 1880 M 1,585
Coates v. The London Works Limd 1880 C 2,200
Gray v Dixon 1881 G 444
Corbett v Bowers 1880 C 77
In re Hall, decd, Watnough v Smith 1880 H 4,405
The Monarch Investment Building Society v Peace 1880 M 2,040
Whitfield v New Quay Local Board, Cornwall 1879 W 471
Smith v The Staffordshire Ry Co 1880 S 0,380
Carpenter v Stevens 1880 S 3,749
Griffiths v The Silicate Paint Co 1881 G 159
In re Featherstonhaugh, decd, Bailey v Featherstonhaugh 1881 F 1,511
In re Harrowsmith, decd, Clayton v Brogden 1881 H 1,056
Herring v The Erie Ry Co 1881 H 337
Crawshay v Crawshay 1881 C 1,104
Parker v Turner 1881 P 1,206
In re Glen, Cook v Doncaster 1880 G 0,360
In re Medcalf, Clifford v Morrison 1880 M 0,556
Leaver v Bath 1880 L 206
Bradley v Tindall 1879 B 63
Hextall v Harvey 1881 H 1,547
In re Walker, decd, Anderson v Pickard 1880 W 01,231
In re Russell, decd, Russell v Chell 1881 R 630
May v Thomson 1881 M 1,192
Clarke v Fox 1881 C 927
Butler v Butler 1881 B 2,504
The Indemnity Fire Office limd v Cousins 1880 I 1,331
Bowen v Fraser 1880 B 0,887
The Snowden Slate Quarries Co limd v Griffith 1879 S 570
Buss v Richardson 1881 B 1,073
Wilson v Lavington 1881 W 1,187
Bartram v Garbutt 1880 B 61,710
Prowse v Marks 1881 P 1,050
In re Trobridge, decd, Cooper v Pethick 1881 T 390
Wooler v The North Eastern Ry Co 1881 W 112
Walker v Cooke 1880 W 3,315
Macon v Kimber 1879 M 107
The New London and Brazilian Bank v Brocklebank 1881 N 394
Press v Reeve 1881 P 640
Grey v Burn 1881 G 489
Marsh v Chambers 1881 M 2,637
In re Taylor, decd, Jones v Edwards 1880 T 867
Thomas v Foster 1880 T 0,140
Bird v Johns 1880 B 4,671
Watts v Milburn 1881 W 1,325
Jennings v Mason 1881 J 603
Shirley v Fisher 1881 S 2,025
Ransome v Graham 1880 R 2,049
Leech v Graham
Kirkham v Peel
Foster v Harrison
Walter v Head 1881 W 2,345
Attorney-General v Gaskell
Hoff v Hoff 1881 H 2,731

### SECOND SCHEDULE.

Denman v Cripps 1880 D 1,389
Drum Slate Quarries Co v Spence 1879 D 154
Tomkins v Martin 1880 T 67
Verminck v Edwards 1879 V 654
Harwood v Bates 1881 H 536
Kempson v Bates 1881 K 126
McGill v Collingridge 1881 M 550
Nye v Bradbury 1880 N 1,060
Mundy v Duke of Rutland 1880 M 60
Richardson v Local Board of Broadstairs 1881 R 562
Pellas v Gerli 1880 P 1,881
Robarts v Mayor, &c., of London 1881 R 427

SELBORNE, C.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Court of Appeal. | V. C. Bacon. | V. C. Hall. |
|---|---|---|---|
| Monday, Nov..... 14 | Mr. Ward | Mr. Jackson | Mr. Farrer |
| Tuesday ..... 15 | Pemberton | Cobby | Teesdale |
| Wednesday..... 16 | Ward | Jackson | Farrer |
| Thursday ..... 17 | Pemberton | Cobby | Teesdale |
| Friday ..... 18 | Ward | Jackson | Farrer |
| Saturday..... 19 | Pemberton | Cobby | Teesdale |
| | Mr. Justice Fry. | Mr. Justice Kay. | Mr. Justice Chitty. |
| Monday, Nov..... 14 | Mr. King | Mr. Latham | Mr. Clowes |
| Tuesday ..... 15 | Merivale | Leach | Koe |
| Wednesday..... 16 | King | Latham | Clowes |
| Thursday ..... 17 | Merivale | Leach | Koe |
| Friday ..... 18 | King | Latham | Clowes |
| Saturday..... 19 | Merivale | Leach | Koe |

We have seen (says the *Albany Law Journal*) that it has been judicially decided that an Indian and a Negro look so much alike that a person of ordinary discrimination cannot distinguish their likenesses by a casual glance. The same doctrine is now held in respect to the heads of a bull-dog and a terrier. In Read *v.* Richardson, the plaintiffs and the defendants were bottlers of beer for export. The plaintiffs' label consisted of a bull-dog's head on a black ground surrounded by a circular band on which were the words, "Read Brothers, London. The Bull-dog Bottling." The defendants' label represented a rough terrier's head on a black ground surrounded by a red circular band on which were the words "Celebrated Terrier Bottling, E. Richardson." The plaintiffs' beer was well known in the colonies as the "Dog's Head" beer, and they alleged that the defendants, by exporting to certain colonies beer with the terrier's head label, led to their beer being substituted and taken for the plaintiffs' beer. Held (reversing the decision of Jessel, M.R.), that the plaintiffs were entitled to an *interim* injunction restraining the continuance of the terrier's head in the label on the bottles of beer exported to such colonies by the defendants. Jessel, M.R., had observed below: "I should certainly never have taken one of these dogs' heads for the other, and I do not think anybody else would. With the exception of the one witness I have mentioned, nobody says he would. It is a very different animal. Of course they are both dogs and dogs' heads, but I think there the resemblance stops. They are differently coloured: one is yellow and white and the other is brown and tan. They are a very different kind of dog, remarkably different. This bull-dog's head is a most emphatic bull dog's head, whereas the terrier is a remarkably mild species of terrier, and by no means so acute as a terrier generally is. They are very different animals indeed; in fact, the terrier looks something like a cat. It is a very mild specimen. The dogs too have different collars on. I do not think that ordinary people who cannot read, who are generally pretty observant, would take one of these for the other." But the stress of the case on the appeal was placed on the fact that the colonists called the beer "Dog's Head," without distinguishing the breed, and it was held that the bull-dog beer man should have a monopoly of the whole dog kingdom in respect to beer labels.

## SALES OF ENSUING WEEK.

Nov. 15.—Messrs. CHINNOCK, GALSWORTHY, & CHINNOCK, at the Mart, at 2 p.m., Leasehold Chambers (see advertisements, Oct. 22, p. 3).

Nov. 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, this week, p. 18).

Nov 16.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Shares and Leasehold Property (see advertisement, Oct. 29, p. 4).

Nov 17.—Messrs. BEAN, BURNETT, & ELDRIDGE, at Winchester, at 3 for 5 p.m. (see advertisement, this week, p. 18).

Nov 18.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, this week, p. 18).

## DEATH.

SHERRATT.—Nov. 3, at 17, Lancaster-street, Hyde Park, Frank Warren Sherratt, solicitor, 21, Abchurch-lane, second son of W. Sherratt (Sherratt & Sons, solicitors and notaries, Birkenhead), aged 22.

# LONDON GAZETTES.

## Bankrupts.

FRIDAY, Nov 4, 1881.

### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Goodenson, William, Devonshire st, Mile End, Corn Factor. Pet Oct 17. Hazlitt. Nov 15 at 11

Percival, Charles, Camberwell New rd, Lambeth, Auctioneer. Pet Nov 2. Brougham. Nov 16 at 2

To Surrender in the Country.

Atwood, William, Kimberley, Nottingham, Cottage Farmer. Pet Nov 2. Speed, Nottingham, Nov 15 at 3

Ellery, John, Plympton St Mary, Devon, Wine Merchant. Pet Oct 8. Edmonds. East Stonehouse, Nov 17 at 12

Leighfield, Charles, and Samuel Hart, Wootton Basset, Wilts, Brewers. Pet Oct 31. Townsend. Swindon, Nov 21 at 12

Sadler, Reginald Hayes, Richmond, York, Lieutenant, 19th Regiment. Pet Oct 29. Jefferson. Northallerton, Nov 15 at 11

Slater, Thomas, Ripon, Physician. Pet Oct 29. Jefferson. Northallerton, Nov 18 at 11

Spencer, Thomas Arthur, Manchester, Fancy Stationer. Pet Oct 31. Lister. Manchester, Nov 28 at 12

Spencer, Joseph, Bishop's Itchington, nr Leamington, Warwick, Farmer. Pet Nov 1. Campbell. Warwick, Nov 16 at 11

Stevens, Richard, Rusholme, nr Manchester, Builder. Pet Oct 31. Lister. Manchester, Nov 21 at 12

TUESDAY, Nov. 8, 1881.

### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Richens, Edwin, Hackney rd, out of business. Pet July 28. Pepys. Nov 23 at 11

Wooster, Henry, Billingsgate Market, Fish Dealer. Pet Nov 4. Pepys. Nov 23 at 11

To Surrender in the Country.

Brown, Frederick Seth, The Quadrant, Richmond, Tailor. Pet Nov 1. Willoughby. Wandsworth, Nov 25 at 11

Jeffreys, Thomas, Llandyssul, Cardigan. Pet Nov 3. Lloyd. Carmarthen, Nov 21 at 12

Roberts, Robert, Tritby, Hope, Flint, Farmer. Pet Nov 4. Vaughan-Williams. Wrexham, Nov 21 at 12

White, William, Durham, Retired Excise Officer. Pet Nov 5. Marshall. Durham, Nov 22 at 11

## Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 4, 1881.

Allison, Adam Stainsby, Stockton-on-Tees, Shop Assistant. Nov 14 at 11 at 67, Morton rd, Middlesborough

Anderson, Ralph John, Sunderland, Plumber. Nov 15 at 3 at offices of Crow, jun, West Sunniside, Sunderland

Ash, Joseph Robert, Approach rd, Lower Norwood, Builder. Nov 25 at 11 at offices of Swan, Camberwell New rd

Ashmore, Oliver, Heeley, Sheffield, Licensed Victualler. Nov 14 at 12 at office of Auty and Son, Queen st, Sheffield

Ashton, William John, Newington, York, Smack Owner. Nov 17 at 12 at office of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Atkins, William Henry, Oldbury, Worcester, Matchet Maker. Nov 17 at 11 at Queen's Hotel, Birmingham. Shakespeare, Oldbury

Bamford, John, Blackwell, Derby, out of business. Nov 22 at 12 at George Hotel, Alfreton. Wilson and Bone, Alfreton

Barnes, James Wyndham, Edenham st, Westbourne Park, Grocer. Nov 23 at 3 at office of MacArthur and Son, John st, Bedford row

Barnes, Thomas, Gt College st, Camden Town, Coffee house Proprietor. Nov 16 at 3 at offices of Wynne-Baxter and Rance, Laurence Pountney hill, Cannon st

Baum, Noe Meyer, Regent st, Bullion Dealer. Nov 18 at 2 at the Guildhall Tavern, Gresham st. Pollard, Coleman st

Bell, James Mackenzie, Commercial st, Whitechapel, Cork Merchant. Nov 21 at 2 at offices of Jennings and Sons, Leadenhall st

Benson, James Levett, Beeston hill, Leeds, Dispenser. Nov 17 at 11 at offices of Newson, South Parade, Leeds

Billington, John, Dalton in Furness, Lancaster, Iron Ore Miner. Nov 17 at 2 at the Temperance Hall, Ulverston. Coward, Ulverston

Botten, Luke, Tunbridge Wells, Builder. Nov 14 at 2 at the Camden Hotel, Tunbridge Wells. Stone and Simpson, Tunbridge Wells

Bower, Charlotte, Attercliffe, Sheffield, Licensed Victualler. Nov 15 at 4 at offices of Binney and Co, Queen st chmbrs, Sheffield

Boyce, Charles, Storks rd, Bermondsey, Grocer. Nov 14 at 3 at offices of Cattlin, Wormwood st, Old Broad st

Brangwin, George Thomas, Albany st, Regent's Park, Builder. Nov 14 at 12 at the Inns of Court Hotel. Bartlett, Bedford st, Covent garden

Brayshay, Arthur Edwin, Ivegate, Bradford, York, Refreshment Contractor. Nov 18 at 3 at offices of Pullan, Albion st, Leeds

Brewer, John Leonard, Heavitree, Devon, Tailor. Nov 16 at 11 at offices of Andrews, Bedford-circus, Exeter. Brown, Exeter

Brown, Richard, and Duncan Redford, Old Kent rd, Builders. Nov 17 at 3 at Kennans Hotel, Crown crt, Cheapside. Lovett and Co, King William st

Butler, James, Holbeck, Leeds, Grocer. Nov 16 at 1 at offices of Rook and Midgley, White Horse st, Boar lane, Leeds

Butt, Frank, Dartford, Kent, Beer Retailer. Nov 24 at 3 at offices of Armstrong, Broad crt, Covent-garden

Calloway, William, Levenshulme, nr Manchester, Labourer. Nov 21 at 3 at offices of Needham and Co, York st, Manchester

Canter, Joseph, Houndsditch, Wholesale Jeweller. Nov 23 at 2 at Grand Hotel, Birmingham. Pittman, Guildhall chmbrs, Basinghall st

Carruthers, Hugh, Liverpool, Grocer. Nov 18 at offices of Rouse and Price, North John st, Liverpool. Mather, Liverpool

Caseley, George, Bedminster, Bristol, Butter Dealer. Nov 14 at 2 at offices of Clifton and Carter, Broad st, Bristol

Chamberlain, William, Waltham Abbey, Essex, Shoe Maker. Nov 21 at 3 at offices of Brakenridge, Bartlett's bldgs, Holborn. Allsup, Waltham Abbey

Cooke, William Michael, Eve, Northampton, Soda Water Manufacturer. Nov 16 at 12 at offices of Bristow, Market pl, Peterborough. Gaches, Peterborough

Corbett, Elizabeth, Wordsley Green, Kingswinford, Stafford, Saddler. Nov 15 at 3 at offices of Homfray and Holberton, High st, Brierley hill

Cressall, Arthur, Glengarry rd, East Dulwich, Commission Agent. Nov 14 at 10 at 188, Camberwell rd. King, Cheapside

Crocker, Edward Ezekiel, City rd, Stationer. Nov 21 at 12 at offices of Richardson, Broad st bldngs

Crust, John, Gorton-on-the-Wolds, York, Farmer. Nov 15 at 2 at offices of Silvester and Son, Ladygate, Beverley

Dickinson, George Thompson, Newcastle-upon-Tyne, Tobacco Manufacturer. Nov 23 at 12 at Inns of Court Hotel, Holborn. White, Newcastle-upon-Tyne

Dickinson, Robert Cousens, King's rd, South Hornsey, Retired Naval Officer. Nov 19 at 1 at Macon's Tavern, Basinghall st

Duckett, Godfrey Lloyd, Liverpool, Shop Assistant. Nov 16 at 12 at offices of Paynter, Cable st, Liverpool

Ellis, Tom, Ellacombe, Torquay, Devon, Fish Dealer. Nov 17 at 12 at offices of Mackenzie and Hext, Fleet st, Torquay

Evans, John David, Cowbridge, Glamorgan, Grocer. Nov 21 at 11 at offices of Rees, Cowbridge

Farrar, Frederick, Salford, Lancaster, Innkeeper. Nov 17 at 3 at offices of Stevenson, Ward's bldgs, Manchester

Frater, Robert, South Shields, Draper. Nov 14 at 2 at offices of Aitchison, Collingwood st, Newcastle-upon-Tyne

Furniss, John William, Shadwell, nr Leeds, Farmer, Nov 17 at 3 at offices of Granger and Raper, Bank st, Leeds

Gill, William Robert, Seaton, Devon, Shoe Maker. Nov 17 at 11 at offices of Southcott, Post Office st, Bedford circus, Exeter

Griffiths, James, and Lot Griffiths, Pembroke Dock, Shoe Makers. Nov 17 at 12 at 2, Water st, Pembroke Dock. Stokes, Tenby
Grindrod, William, Darcy Lever, nr Bolton, Compositor. Nov 15 at 10 at offices of Fielding, Fold st, Bolton
Gunson, William, Liverpool, out of business. Nov 17 at 2 at offices of Culshaw, Lord st, Liverpool
Hartley, Eli, Wakefield, York, Contractor. Nov 14 at 3 at offices of Burton, Wood st, Wakefield
Harwood, Mark, Birmingham, Baker. Nov 16 at 2 at offices of Beaton and Adcock, Waterloo st, Birmingham
Hodgson, George, Oxford st, Milliner. Nov 16 at 3 at offices of Chatfield, Conduit st, Regent st. Lomax, Conduit st
Hopkins, John Rogers, Long Sutton, Lincoln, Bookseller. Nov 16 at 11 at offices of Mossop and Co, Long Sutton
Hosgood, Thomas Hopkin, and George Smith, Aberdare, Glamorgan, Tin Plate Manufacturers. Nov 18 at 12 at the Angel Hotel, Cardiff. Corbett and Corbett, Cardiff
Hontine, John, Hulme, Manchester, Poulterer. Nov 17 at 3 at offices of Leigh, Brown st, Manchester
Howell's, Henry Grenville, Ventor, Isle of Wight, Stationer. Nov 16 at 3 at offices of Jones and Co, Aldermanbury. Hooper, Newport
Howkins, John, Primethorpe, Leicester, Carrier. Nov 21 at 3 at offices of Hincks, Bowling green st, Leicester
Hughes, John, Bootle, Lancaster, Tallow Chandler. Nov 18 at 12 at offices of Paynter, Cable st, Liverpool
Humphreys, Owen, New Brighton, Chester, Builder. Nov 16 at 2 at offices of Francis, Hamilton sq, Birkenhead
Hutchinson, Henry, Unwell, Cambridge, Wheelwright. Nov 17 at 12 at offices of Webber, Wisbech
Jackson, Joseph, Flint, Hotel Keeper. Nov 24 at 12 at the Green Dragon Hotel, Chester. Williams, Flint
Jones, Humphrey, Llangollen, Denbigh, Grocer. Nov 17 at 10 at Bank bldgs, Llangollen, Richards, Llangollen
Jones, Roger, Pontypridd, Glamorgan, Grocer. Nov 15 at 12 at offices of Lovett, Duke st, Cardiff. Rosser, Pontypridd
Keddle, Frederick, Skenfrith, Monmouth, Licensed Victualler. Nov 22 at 10 at offices of Minett and Piddocke, St Mary st, Ross
Lane, William, Cirencester, Gloucester, Edge Tool Maker. Nov 15 at 11 at offices of Jackson, George st, Gloucester
Levy, Robert, Walworth rd, Potato Salesman. Nov 22 at 3 at offices of Foreman and Co, Gresham st. Cannon, Wool Exchange, Coleman st
Lovelock, Charles, Alpha pl, Caledonian rd, Cabinet Maker. Nov 12 at 10.30 at the Castle Camberwell rd. King
Manning, Charles, Totterdown, Somerset, Grocer. Nov 21 at 2 at offices of Hobbs, Clare st, Bristol
Marchant, James, Crowhurst, Surrey, Farmer. Nov 18 at 3 at offices of Pearless and Beeching, Tunbridge Wells
Mealor, Joseph, Rock Ferry, Chester, Butcher. Nov 18 at 11 at offices of Bleakley and Downham, Hamilton sq, Birkenhead
Miles, Robert James Falconer, Torquay, of no occupation. Nov 24 at 11 at offices of Lindop, Fleet st, Torquay
Moeller, John, St Ann's rd, Stepney, Baker. Nov 17 at 2 at offices of Lockyer. Gresham bldgs
Morgan, Daniel, Nelson, Glamorgan, Draper. Nov 15 at 2 at offices of Parsons, High st, Bristol. Beckengham, Bristol
Newbold, Nathan, senr, Joseph Newbould, and Robinson Newbould, Bradford, Wheelwrights. Nov 16 at 11 at offices of Beverley and Freeman, Hustlergate, Bradford
Nunn, Henry Frederick, Gt Warley, Essex, Grocer. Nov 15 at 1 at offices of Postans and Landons, New Broad st
Olding, Robert John Read, Southampton, Draper. Nov 17 at 12 at Guildhall Tavern. King st, Cheapside. Kilbey, Southampton
Palmer, Joseph, Borough, High st, Auctioneer. Nov 21 at 3 at offices of Mote, Walbrook
Pearce, Austin John, Alveston, Gloucester, Farmer. Nov 17 at 2 at offices of Ward, Albion chmbrs, Bristol
Pearce, Edward Heague, Bradford, York, Bookseller. Nov 13 at 3 at offices of Stamford and Hines, Chapel lane, Bradford
Peers, Joseph, Mancaester, Photographers Assistant. Nov 16 at 3 at offices of Ramwell and Co, Ridgefield, Manchester
Philpot, Charles, St Martins-gate, Worcester, Tobacconist. Nov 17 at 11 at offices of Tree and Son, High st, Worcester
Pinder, Jonathan, Kingston-upon-Hull, Fruit Merchant. Nov 16 at 3 at office of Locking, Temple bldgs, Kingston-upon-Hull. Hearfield, Hull
Pine, Samuel, Lowestoft, Smackowner. Nov 14 at 3 at offices of Seago and Son, High st, Lowestoft
Poole, Thomas Walter, Bristol, Stationer. Nov 14 at 11 at office of Pigeon, Guildhall chbrs, Broad st, Bristol
Price, Henry, Edge hill, Liverpool, Grocer. Nov 17 at 3 at offices of Cowl, South John st, Liverpool
Roberts, William Richard, Tooley st, Southwark, Tailor. Nov 12 at 1 at office of Schofield, King st, Cheapside. Martin, London wall
Rushforth, Joseph, and John Thornton, Bradford, Ironfounders. Nov 15 at 11 at office of Terry and Co, Market st, Bradford
Sartain, Stephen, Widbrook, Bradford-on-Avon, Farmer. Nov 17 at 12 at Cross Keys Hotel, Orange grove, Bath. Grey, Bradford-on-Avon
Sills, Joseph, Nottingham, Shoeing Smith. Nov 21 at 12 at office of Black, Low pavement, Nottingham
Simmons, John, Abbey rd, St John's Wood, Accountant. Nov 17 at 12 at Mullen's Hotel, Ironmonger lane. Kisbey, Cheapside
Sinnock, William, Tunbridge Wells, Sussex, General House Decorator. Nov 14 at 4 at offices of Stone and Simpson, Church rd, Tunbridge Wells
Smith, George Alfred, Nottingham, Barman. Nov 15 at 3 at offices of Cranch, Poultry arcade, Nottingham
Smith, Stephen, Halifax, Painter. Nov 15 at 3 at Creditors' Association, Southgate, Halifax
Spybey, Francis George, Nottingham, Tobacconist. Nov 21 at 11 at Assembly Rooms, Low pavement, Nottingham. Martin and Son, Nottingham
Stanton, William John, Hightown, Manchester, Chartered Accountant. Nov 17 at 3 at offices of Evans, St George's chmbrs, Albert sq, Manchester
Stanway, William Read, Smethcote, Hadnall, Salop, Farmer, Nov 17 at 11 at offices of Morris and Son, Swan hill, Shrewsbury
Stone, Edwin, Chippenham ter, Harrow rd, Furniture Dealer. Nov 17 at 11 at offices of Wood, Southampton bldgs, Chancery lane
Such, Henry Cull, Stratford-on-Avon, Shoe Maker. Nov 16 at 11.30 at Seven Stars Inn, Stratford-on-Avon. Warden, Stratford-on-Avon
Summerfield, Samuel, Great Warford, Chester, Farmer. Nov 15 at 12 at offices of Killmister, Brunswick st, Macclesfield
Sumners, John Henry, Donington, Lincoln, out of business. Nov 18 at 2.30 at Crown Inn, Bourn. Deacon and Wilkins, Peterborough
Thomas, Peter, Trausdir, Radnor. Nov 18 at 11 at Norton Arms Hotel, Knighton. Green
Thomas, William, Dorrington, Coffee House Keeper. Nov 16 at 3 at offices of Morris and Sons, Swan hill, Shrewsbury
Tibbets, Thomas, Rochester row, Westminster, Licensed Victualler. Nov 21 at 3 at offices of Webb, Austin Friars
Tite, Thomas, Ryde, Isle of Wight, Boot Dealer. Nov 15 at 1 at York Hotel, George st, Ryde. Joyce, Newport
Todd, Walter, Northallerton, York, Farmer. Nov 19 at 3 at Golden Lion Hotel, Northallerton. Teale, Northallerton
Tolley, John, Merthyr Tydfil, Glamorgan, Boot Dealer. Nov 23 at 12 at offices of Morgan and Co, Victoria st, Merthyr Tydfil
Vincall, James Samuel, Western Wharf, Old Kent rd, Barge Owner. Nov 14 at 3 at offices of Philp, Walbrook
White, Joseph, Brasmar ter, Tottenham, Builder. Nov 26 at 12 at offices of Groom, Wormwood st, Old Broad st. Cattlin, Wormwood st
Wisebart, Isaac, Albert st, Stamford hill, Glazier. Nov 23 at 3 at offices of Medcalf, Union ct, Old Broad st

TUESDAY, Nov. 8, 1881.

Arnfield, Squire Owen, Southport, Lancaster, Milliner. Nov 29 at 11 at offices of Etty, Lord st, Liverpool
Barnard, Robert Henry, Maidstone, General Dealer. Nov 25 at 10 at Dover pl, Church st, Maidstone. Stephenson
Bayes, George, Wellingborough, Northampton, Builder. Nov 21 at 3 at the Hind Hotel, Wellingborough. Heygate, Wellingborough
Beal, Thomas Edwin, Gray's inn rd, Furniture Dealer. Nov 17 at 3 at offices of Browne-Kidder and Son, John st, Bedford row
Beauchamp, Thomas, Brentford End, Isleworth, Builder. Nov 23 at 11 at the County Court Offices, Town hall, Brentford. Woodbridge and Sons, Clifford's inn
Best, Walter, Huddersfield, Provision Merchant. Nov 21 at 3 at offices of Lesroyd and Co, Huddersfield
Bottle, Henry Alexander, Pertenhall, Bedford, Farmer. Nov 23 at 11.30 at offices of Wade-Gery, St Neots
Bradley, George, Huddersfield, Printer. Nov 17 at 3 at offices of Mills and Bibby, Estate bldgs, Huddersfield
Brearley, John Robert, Halifax, Music Seller. Nov 18 at 3 at offices of Philbrick and Corpe, Austinfriars. Kerr, Halifax
Brooks, Charles William, Bournemouth, Ironmonger. Dec 2 at 2 at the Midland Hotel, New st, Birmingham. Basset and Co, Southampton
Brown, Thomas Alfred, Braughing, Hertford, Farmer. Nov 23 at 2 at offices of Armstrong, Fore st, Hertford
Budden, Frederick Alston, Bridport, Dorset, Grocer's Assistant. Nov 21 at 12.30 at offices of Gundry, Downe st, Bridport. Lock, Dorchester
Bullough, Edwin James, Shear Brow, Blackburn, Book Keeper. Nov 22 at 3 at offices of Brothers, Exchange Flags, Blackburn
Carter, Charles Henry, Wallingford, Oxford, Farmer. Nov 25 at 3 at Oxford House, Wallingford. Slade, Wallingford
Cartwright, John, Oldbury, Worcester, Boot and Shoe Maker. Nov 24 at 3 at offices of Forrest, Church st, Oldbury
Clifton, Thomas, Southgate, Lincoln, Haberdasher. Nov 22 at 11 at offices of Rodgers, Northgate, New Sleaford
Coe, George, Wolverhampton, Mineral Water Manufacturer. Nov 24 at 3 at offices of Wilcox, North st, Wolverhampton
Cooper, Francis Blades, jun., York, Beerhouse Keeper. Nov 18 at 3 at offices of Dilcock Coney st, York
Cornelius, George, Tranquil pl, Blackheath. Nov 17 at 2 at offices of Collings, Buckingham st, Strand
Craker, Edward William, Harrow, Boot Manufacturer. Nov 30 at 2 at office of Cogswell and Corp, Argyll st. Rashleigh, Three Crown sq, Southwark
Crosthwaite, Wilfred, Crosthwaite, Cumberland, Farmer. Nov 18 at 3 at offices of Broatch and Hall, Keswick
Daler, Richard, Egmont ter, Shepherd's bush, Builder. Nov 18 at 3 at office of Freeman and Winthrop, Bedford row
Day, George, Whitechapel rd, Builder. Nov 25 at 3 at Inns of Court Hotel, Holborn. Rubinstein, Regent st
Donnellan, James Joseph, Heeley, Sheffield, Builder. Nov 21 at 3 at offices of the Incorporated Law Society, Aldine court, Sheffield. Watson and Barker, Sheffield
Dofrill, George Edwin, Oxford, Tobacconist. Nov 29 at 12 at offices of Ward, Broad st, Oxford
Douglas, John, York, Tailor. Nov 22 at 11 at offices of Shaftoe, Bland's ct, Coney st, York
Draper, Emmanuel Guppy, Bridport, Dorset, Grocer. Nov 21 at 3 at offices of Gundry, Downe st, Bridport. Lock, Dorchester
Duckers, Henry, Tunstall, Stafford, Beerseller. Nov 18 at 11 at offices of Alcock, Newcastle st, Burslem
East, Frederick William, Reading, Upholsterer. Nov 22 at 3 at offices of Beale, London st, Reading
Ellis, Owen, Carnarvon, Grocer. Nov 24 at 12 at offices of Allanson, Bron Seiont, Carnarvon
Emmerson, Robert Charles Owen, Brentford, Lighterman. Nov 28 at 3 at the Incorporated Law Society, Chancery lane. Woodbridge and Sons, Clifford's inn
Endersby, David, Cambridge, Grocer. Nov 23 at 11 at offices of Ellis and Co, Alexander st, Petty Curry, Cambridge
Endsor, Seymour, Shrewsbury, Tailor. Nov 24 at 2 at 6, Lincoln's inn. Nutsey, Shrewsbury
Evans, John, Aberaman, Glamorgan, Grocer. Nov 24 at 4 at offices of James and Co, Canon st, Aberdare
Evenden, Henry, St Martin's ct, Leicester sq, Licensed Victualler. Nov 17 at 11 at Haxell's Royal Exeter Hotel, Strand. Johnson, St Martin's court
Fairbanks Frederick, Hanley, Stafford, Grocer. Nov 16 at 11 at offices of Ashmall, Albion st, Hanley
Felmingham, Henry, Nottingham, Looking Glass Manufacturer. Nov 21 at 3 at offices of Stevenson, Weekday Cross, Nottingham
Fidler, Thomas, Buxton, Derby, Beerhouse Keeper. Nov 17 at 11 at offices of Brown and Ainsworth, Hardwick Mount, Buxton
Fisher, Mary, Widow, and John Fisher, York, Farmers. Nov 19 at 10.30 at offices of Harland, Squire lane, Bridlington
Foakes, Alfred, Claines, Worcester, Florist. Nov 18 at 3 at offices of Beauchamp, Sansome pl, Worcester
Fowler, John, Lytham, Lancaster, General Draper. Nov 24 at 11 at 16, Winckley st, Preston. Whiteside, Preston
Garbutt, Thomas, Darlington, Durham, Land Agent. Nov 23 at 3 at 11 at offices of Wooler, Priestgate, Darlington
Godbolt, Charles, and Hiram Godbolt, Brentwood, Essex, Builders. Nov 17 at 11 at Anderton's Hotel, Fleet st. Crick and Freeman, Maldon
Goodrick, James, Byker, Newcastle-upon-Tyne, Grocer. Nov 16 at 2 at offices of Aitchison, Collingwood st, Newcastle-upon-Tyne
Green, John, Broadheath, Worcester, Farmer. Nov 18 at 11 at offices of Hill, Pierpoint st, Worcester
Greenaway, John, Penquite, Cornwall, Farmer. Nov 18 at 1 at offices of Wallis, Market st, Bodmin
Gutteridge, Joseph, Tanner's Moat, York, Commission Agent. Nov 23 at 1 at offices of Wilkinson, St Helen's sq, York
Hacket, Alfred, Liverpool, out of business. Nov 21 at 3 at offices of Quelch, Dale st, Liverpool
Hall, George, Hereford, Carpenter. Nov 22 at 10.30 at offices of Garrold, Widemarsh st, Hereford
Harper, John, Belper, Derby, Builder. Nov 22 at 3 at the Lion Hotel, Bridge-street, Belper. Walker, Belper
Heath, John, Orange st, Southwark, Carman. Nov 23 at 2 at the Guildhall Tavern, Gresham st. Truefitt and Gane, Bishopsgate st, Within
Hill, George, Nottingham, Shoe Manufacturer. Nov 24 at 12 at the Assembly Rooms, Low-pavement, Nottingham. Black, Nottingham
Hills, Samuel, Edwardstone, Suffolk. Farmer. Nov 24 at 12.30 at the Rose and Crown Hotel, Sudbury. Pollard, Ipswich
Holmes, Robert John, Cowick, near Snaith, York, Gardener. Nov 19 at 3 at offices of Lodge, Townhall chmbs, King st, Wakefield
Horscroft, Henry Thomas, Worthing, Builder. Nov 17 at 3 at the Royal Hotel, South st, Worthing. Lamb and Evett, Ship st, Brighton
Howes, James, Queen's rd, Battersea, Builder, Nov 30 at 2 at High, Holborn. Lomax, Haymarket

Hughes, Charles Henry, Mold, Flint, Painter. Nov 21 at 2 at the Queen Hotel, Chester. Roberts, Mold
Jackson, William, Smyrk's rd, Old Kent rd, Oil Business. Nov 18 at 3 at offices of Lincoln's inn fields. Cooper and Co
James David Thomas, Treharris, near Quakers' yd, Glamorgan, Grocer. Nov 22 at 12 at offices of Collins, Broad st, Bristol. Rosser, Pontypridd
Jones, John William, Llangefelach, Glamorgan, Labourer. Nov 21 at 3 at offices of Thomas, Fisher st, Swansea
Kirkham, Josiah, Hanley, Stafford, Fruiterer. Nov 19 at 11 at offices of Ashmall, Albion st, Hanley
Kirtley, Alfred, Gateshead, Durham, Innkeeper. Nov 26 at 12 at offices of Dix, Wellington chambers, Gateshead
Lamprell, Henry, New North rd, Hoxton, Grocer. Nov 16 at 3 at offices of Kingdon, Lawrence lane, Cheapside
Lando, Louis, Stockton-on-Tees, Glazier. Nov 18 at 11 at offices of Draper, Finkle st, Stockton-on-Tees
Latimer, John, Hanslope, Buckingham, Farmer. Nov 18 at 11 at offices of Andrews, Market sq, Northampton
Leyland, Thomas, Bookhatown, Worsley, Lancaster, Grocer. Nov 21 at 11 at offices of Whitt, King st, Manchester. Smith and Sykes, Manchester
Lincoln, Robert, Stoke Holy Cross, Norfolk, Builder. Nov 21 at 12 at offices of Chittock and Woods, Bank st, Norwich
Martin, Horace, Maidstone, Grocer. Nov 21 at 12 at 6, Arthur st, East. Monckton and Co, Maidstone
Massey, William, Hurdsfield, Macclesfield, Wheelwright. Nov 23 at 3 at offices of Barclay and Henstock, Exchange chambers, Macclesfield
McEvoy, Peter, Liverpool, Contractor. Nov 24 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Whitley and Co, Liverpool
Miller, Thomas, Sunderland, Gun Maker. Nov 21 at 11 at offices of Crow, jun, West Sunniside, Sunderland
Milne, Margaret Sim, Ilkley, York, Schoolmistress. Nov 21 at 2 at the Law Institution, Albion st, Leeds. Fawcett, Otley
Moir, Alexander Mitchell, Lancaster rd, Belsize Park, Gent. Nov 30 at 3 at offices of Creditors' Association, Arthur st, East. Churchill, Clement's inn, Strand
Mitchell, John, Huddersfield, Oil Merchant. Nov 24 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield
Morton, John Maccabe, Liverpool, Journalist. Nov 21 at 3 at 14, Cook st, Liverpool. Snowball and Co, Liverpool
Munro. Kenneth, Lupus st, Pimlico, Cheesemonger. Nov 21 at 3 at offices of Wright and Co, Queen Victoria st
Myers, Horace, Clapham Common, Gent. Nov 17 at 12 at offices of Cox, Imperial buildings, Ludgate circus
Newton, John, Sunderland, Tailor. Nov 11 at 2 at offices of Lawson, Villiers st, Sunderland
Norden, Richard James, Gt Peter st, Westminster, Licensed Victualler. Nov 23 at 11 at offices of Norman, Gt Marlborough st, Regent st
Nottingham, Robert, Dunnington, York, Farmer. Nov 18 at 3 at Law Society's Hall, Bowlalley lane, Kingston-upon-Hull. Laverack, Hull
Parkes, Isaiah, Brierley Hill, Stafford, Licensed Victualler. Nov 15 at 3-30 at offices of Addison, High st, Brierley Hill
Paul, Thomas, Shepton Beauchamp, Somerset, Carpenter. Nov 23 at 11 at offices of Paull, Court Barton, Ilminster
Payne, Charles Henry, Kettering, Northampton, Architect. Nov 23 at 12 at offices of Rawlings and Son, Market st, Kettering
Pearce, Henry George, Mile End rd, Licensed Victualler. Nov 18 at 3 at Mason's Hall Tavern, Basinghall st. Ricketts
Phelp, William Aubrey, Southwark st, Commission Agent. Nov 21 at 3 at offices of Finch, Borough High st, Southwark
Pierce, Robert, Birkbeck rd, Acton, out of business. Nov 24 at 3 at offices of Emanuel and Simmons, Finsbury circus
Piggins, Samuel, Middle st, Old Brompton, Licensed Victualler. Nov 10 at 3 at King's Head Hotel, High st, Rochester. Shakespear, Newgate st
Pinkney, Joseph, Hunmanby, York, Saddler. Nov 15 at 3 at Abbot's North-Eastern Hotel, York. Appleyard, Scarborough
Redney, John Fodon, Sheffield, Cutlery Manufacturer. Nov 21 at 3 at offices of Webster and Styring, Hartshead, Sheffield
Rigby, William Halsall, Erdington, Warwick, Commercial Traveller. Nov 16 at 12 at offices of Francis, Moor st, Birmingham
Robinson, Thomas, Kirklington, Nottingham, Licensed Victualler. Dec 2 at 2.30 at Midland Hotel, Mansfield. Pratt and Hodgkinsons, Newark
Rose, Frederick, Bedford, Fishmonger. Nov 21 at 12 at offices of Conquest and Clare, Duke st, Bedford
Rowles, Richard, Runcorn, Chester, Licensed Victualler. Nov 23 at 3 at Bank chmbrs, High st, Runcorn. Linaker, Runcorn
Royse, Frederick, Manchester, Hat Manufacturer. Nov 29 at 3 at offices of Hankinson, Queen's chmbrs, John Dale st, Manchester
Shaw, George Thomas, Nantwich, Chester, Seedsman. Nov 22 at 2 at offices of Lisle, Nantwich
Smith, John Thomas, Landport, Hants, Harness Maker. Nov 21 at 11 at offices of Walker and Wainscot, Commercial rd, Landport
Smith, William, Leeds, Fruiterer. Nov 21 at 3 at offices of Lodge and Rhodes, Park row, Leeds
Snowden, Wilfred Christopher, Wolverhampton, Upholsterer. Nov 25 at 11 at offices of Brevitt, King st, Wolverhampton
Spinks, Robert Raven, Shrubland grove, Dalston, Stationer. Nov 26 at 11 at Mogg, Dashwood House, New Broad st. Fulcher, Horton rd, Hackney
Steele, George, Stockton-on-Tees, Grocer. Nov 19 at 11.30 at offices of Thomas, Market Cross chmbrs, Stockton-on-Tees
Stone, Edwin, Maidstone, Chairmaker. Nov 23 at 3 at the Priory, Maidstone. Joslen
Strang, James William, Plymouth, Watchmaker. Nov 21 at 12 at offices of Phillips, Frankfort st, Plymouth
Stubbs, John, Longton, Stafford, Beerhouse Keeper. Nov 22 at 11 at offices of Griffith, Lad lane, Newcastle-unde-Lyme
Thomas, Richard, West Cornforth, Durham, Grocer. Nov 21 at 11 at offices of Chambers, Sadler st, Durham
Todd, William, Ulverston, Lancaster, Builder. Nov 22 at 11 at the Temperance Hall, Ulverston. Poole, Ulverston
Townsend, Henry, Regency st, Westminister, Cab Proprietor. Nov 22 at 2 at offices of Keane and Storey, Lincoln's inn fields
Tuck, William George, Winton, near Bournemouth, Southampton, Blacksmith. Nov 24 at 3.15 at the Royal Bath Hotel, Bournemouth. Sharp, Christchurch
Varcoe, John, Stephenson-by-Saltash, Cornwall, Market Gardener. Nov 11 at 12 at offices of Square and Co, Bank of England chambers, Plymouth
Walker, Jabez, Rickmansworth, Hertford, Grocer. Nov 23 at 12 at the Guildhall Tavern, Gresham st. Rowell, Rickmansworth
Ward, Samuel, Swansea, Cabinet Maker. Nov 16 at 11 at offices of Hartland and Co, Rutland st, Swansea
Ward, John, Sheffield, Corn Dealer. Nov 23 at 12 at offices of Mercer and Alderson, Bank st, Sheffield
Warner, John, Leicester, Painter. Nov 21 at 12 at offices of Hunter and Curtis, Halford st, Leicester
Weeks, Hiram, Cardiff, Glamorgan, Milliner. Nov 23 at 12 at the Grand Hotel, Broad st, Bristol. Merrils and Son, Cardiff
White, Henry Hugh, Barrow-in-Furness, Grocer. Nov 21 at 11 at King's Arms Hotel, Dalton rd, Barrow-in-Furness. Sims, Barrow-in-Furness
Whittingham, Henry, Richmond st, City rd, Printer. Nov 22 at 2 at offices of Robinson, Vestry House, Christchurch passage, Newgate st
Williams, William, Seabright st, Bethnal Gn rd, Cowkeeper. Nov 16 at 2 at offices of Parke, Warwick ct, Gray's inn
Wilson, Arthur, Ossett, nr Wakefield, Rag Merchant. Nov 16 at 2 at offices of Burton, New st, Ossett
Wilson, James, Ossett, near Wakefield, Bookkeeper. Nov 16 at 4 at offices of Burton, New st, Ossett
Winder, John, Thomas Winder, and Stephen Winder, Kirkby Lonsdale, Watchmakers. Nov 23 at 2 at Royal Hotel, Kirkby Lonsdale. Gregg, Kirkby Lonsdale
Wood, William, Ashbourne, Derby, Licensed Victualler. Nov 18 at 3 at offices of Briggs, Amen alley, Derby
Wootten, Frederick John, Richmond, York, Hotel Keeper. Nov 19 at 11 at offices of Robinson, Chancery lane, Darlington
Wyatt, William, Bagpath, Gloucester, Cowkeeper. Nov 17 at 12 at offices of Kearsey and Parsons, Russell st, Strand

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